



The Myanmar Investment Commission
PERMIT



Permit No. 551 / 2013


Date 28 January 2013

The Myanmar Investment Commission issues this Permit under Section 10 of the Republic of the Union of Myanmar Foreign Investment Law -

- (a) Name of Promoter MR. WANG GENQUAN
- (b) Citizenship CHINESE
- (c) Address NO.478, YAO CHANG ZHUANG, XI QIAO CUN, YANSHAN TOWNSHIP, BENGBU, BENGSAN, ANHUI, REPUBLIC OF CHINA.
- (d) Name and Address of principal organization SUNFLOWER - LACE (HK) CO., LTD. UNIT 1111, 11/F., TRENDY CENTRE, 682-684 CASTLE PEAK ROAD, KOWLOON, HONG KONG
- (e) Place of incorporation HONG KONG
- (f) Type of business in which investment is to be made MANUFACTURING AND MARKETING OF GARMENTS, GARMENT'S ACCESSORIES, LACE AND FABRIC UNDER CMP BASIS
- (g) Place(s) at which investment is permitted PLOT NO.C-3, MINGALADON INDUSTRIAL PARK, MINGALADON TOWNSHIP, YANGON REGION
- (h) Amount of foreign capital US \$ 2.600 MILLION
- (i) Period for bringing in foreign capital WITHIN 3 YEARS FROM THE DATE OF ISSUANCE OF MIC PERMIT
- (j) Total amount of capital (Kyat) EQUIVALENT IN KYAT OF US \$ 2.600 MILLION
- (k) Permitted duration of investment 36 YEARS
- (l) Name of the economic organization to be formed in Myanmar LINDA FASHION (MYANMAR) COMPANY LIMITED

Permit & Decision up
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15/1/2013

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Chairman
The Myanmar Investment Commission
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Confidential

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION

Building No.(32), Nay Pyi Taw

Our ref : Ya Ka-1/Na-732/ 2013(၁၆၆၃-ဟ)

Tel:067-406334,406075

Dated : ၂၆ January 2013.

Fax: 067-406333

Subject: **Decision of the Myanmar Investment Commission on the Proposal for "Manufacturing and Marketing of Garments, Garment's Accessories, Lace and Fabric under CMP Basis" under the name of Linda Fashion (Myanmar) Co., Ltd.**

Reference: Ministry of Construction Letter No. 26/Branch-3/ 2012(C 8415) dated(18-9-2012)

1. The Myanmar Investment Commission, at its meeting (4/2013) held on (23-1-2013) had approved the proposal for investment "Manufacturing and Marketing of Garments, Garment's Accessories, Lace and Fabric under CMP Basis" under the name of "Linda Fashion (Myanmar) Co., Ltd." submitted by "Sun-Flower Lace (H.K) Co., Ltd." from Hong Kong as a wholly foreign owned investment.
2. Hence, the "Permit" is herewith issued in accordance with Chapter VI, Section 10 of the Republic of the Union of Myanmar Foreign Investment Law and Chapter VI, Article 13 of the Procedures relating to the said Law. Terms and conditions to the "Permit" are stated in the following paragraphs.
3. The permitted duration of the project shall be 36 (thirty six) years commencing from the issuing date of Physical Delivery Receipt and ending on the date 7th February, 2048 pursuant to Sub-Lease Agreement Chapter 1.1. Linda Fashion (Myanmar) Co., Ltd. agrees to stop operation immediately and remove all Linda Fashion (Myanmar) Co.,Ltd.'s properties within 30(thirty) days from the date of termination and return the land to the Mingaladon Industrial Park Co., Ltd. in good condition mentioned as in Sub-Lease Agreement Chapter 9, for the project area No.C-3 of 24,872 square metre(6.150 acres). At the end of the leased period, Linda Fashion (Myanmar) Co., Ltd. shall transfer the leased land and factory buildings (immovable properties) to the lessor within 3 months in good condition, ground damages having been refilled or repaired.

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4. Linda Fashion (Myanmar) Co., Ltd. shall provide the land use premium equivalent to the amount of US\$ 945136.00 (United States Dollar nine hundred and fourty-five thousand, one hundred and thirty-six only) in favour of Mingaladon Industrial Park Co., Ltd. in three installments as follows:-

- (a) the first instalment of 10% (Ten) percent of the Land Use Premium amounting to US \$ 94,513.60 (United States Dollar ninety-four thousand, five hundred and thirteen and sixty cent only) shall be paid on the date of signing of Sub-Lease Agreement.
- (b) the second instalment of 50%(Fifty)percent of the Land Use Premium amounting to US \$ 472,568.00 (United States Dollar four hundred and seventy-two thousand, five hundred and sixty-eight only) shall be paid to the Mingaladon Industrial Park Co., Ltd. within 30(thirty) days after signing of Sub-Lease Agreement. If Linda Fashion (Myanmar) Co., Ltd. fail to pay in stipulated period Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment shall be forfeited.
- (c) the final instalment of 40% (Forty) percent of the Land Use Premium amounting to US \$ 378,054.40 (United States Dollar three hundred and seventy-eight thousand, fifty-four and forty cent only) shall be paid to the Mingaladon Industrial Park Co., Ltd. by the Linda Fashion (Myanmar) Co., Ltd. either within 4 (Four) months after signing of the Sub-Lease Agreement or upon the Mingaladon Industrial Park Co., Ltd. issuing of the receipt whichever comes earlier, failing which the Mingaladon Industrial Park Co., Ltd. shall have the right to terminate the Sub-Lease Agreement at its own discretion and the first instalment and the second instalment shall be forfeited.

5. Linda Fashion (Myanmar) Co., Ltd. shall pay the annual land rent on yearly basis at the rate of US \$ 0.30 (United States Dollar thirty cent only) per square meter per annum for the project area to the amount of US \$ 7,461.60 (United States Dollar seven thousand, four hundred and sixty-one and sixty cent only) as well as Management fees and Utility Charges to be paid in accordance with the estate conditions of the Mingaladon Industrial Park. The rent shall be reviewed and revised every 5 (Five) years period and the rate of increase shall not be more than 15% of the previous rate.

6. Linda Fashion (Myanmar) Co., Ltd. shall provide a security deposit to the amount of US \$7,461.60 (United States Dollar seven thousand, four hundred and sixty-one and sixty cent only) to the Mingaladon Industrial Park Co., Ltd. on the date of signing of the Sub-Lease Agreement.

7. In issuing this "Permit," the Commission has granted, the followings exemptions and reliefs as per Section 21(a)(i) and (j) of the Republic of the Union of Myanmar Foreign Investment Law. Other exemptions and reliefs under Section 21 shall have to be applied upon the actual performance of the project;

- (a) As per section-21(a), exemption from income tax up to 36 (Thirty six) consecutive months starting from the month of commencement of commercial operation.
- (b) As per section-21(b), exemption from income tax on profits of the business if they are maintained in a reserve fund and re-invested there in within one year after the reserve is made.
- (c) As per section-21(c), right to accelerate depreciation in respect of machinery, equipment, building of other capital assets used in the business to the extent of the original value for the purpose of income-tax assessment.
- (d) As per section-21(d), relief from income tax up to 50 percent on profits accrued from exports, such relief has to be applied, upon actual performance following 3 years tax holiday period.
- (e) As per section-21(e), right to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income.
- (f) As per section-21(f), right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country.
- (g) As per section-21(g), right to deduct from the assessable income such expense incurred in respect of research and development relating to the enterprise which are actually required and are carried out within the State, only after 3 years tax holiday period.

- (h) As per section-21(h), right to carry forward and set-off up to three consecutive years from the year the loss is sustained following the enjoyment of exemption from income-tax, in accordance with Section-4 of the Income Tax Amendment Law, 1991.
- (i) As per section-21(i), exemption from customs duty and all other internal taxes on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction.
- (j) As per section-21(j), exemption from customs duty and all other internal taxes on such raw materials which are actually required for operation of the business shall be granted within three years of commercial operation following the period of construction.

8. Linda Fashion (Myanmar) Co., Ltd. shall have to sign the Sub- Lease Agreement with the Mingaladon Industrial Park Co., Ltd. After signing the Agreement, (5) copies each of those shall have to be forwarded to the Commission.
9. Linda Fashion (Myanmar) Co., Ltd. in consultation with the Department of Company Registration, Directorate of Investment and Company Administration shall have to be registered. After registration, (5) copies each of Certificate of Incorporation and Memorandum and Articles of Association shall have to be forwarded to the Commission.
10. Linda Fashion (Myanmar) Co., Ltd. shall use its best efforts for timely realization of works stated in the Proposal. If none of such works has been commenced within one year from the date of issue of this "Permit" it shall become null and void.
11. The commercial date of operation shall be reported to the Commission.
12. Linda Fashion (Myanmar) Co., Ltd. shall endeavour to meet the targets for production and export stated in the proposal as the minimum target.
13. The Commission approves periodical appointments of foreign experts and technicians from abroad as per proposal. Linda Fashion (Myanmar) Co., Ltd. shall

have to consult with Directorate of Labour, Ministry of Labour, Employment and Social Security for appointment of such foreign experts and technicians.

14. In order to evaluate foreign capital in terms of Kyats and for the purpose of its registration in accordance with the provisions under Section-24 of the Republic of the Union of Myanmar Foreign Investment Law, it is compulsory to report as early as possible in the following manner:-

- (a) the amount of foreign currency brought into Myanmar, attached with the necessary documents issued by the respective bank where the account is opened;
- (b) the detailed lists of the type and value of foreign capital defined under Section-2(h) of the said Law, other than foreign currency.

15. Whenever Linda Fashion (Myanmar) Co., Ltd. brings in foreign capital defined under Section-2(h) of the said Law, other than foreign currency in the manner stated in paragraph 14(b) mentioned above, the Inspection Certificate endorsed and issued by an internationally recognized Inspection Firm with regard to quantity, quality and price of imported materials shall have to be attached.

16. After all types of foreign capital (foreign currency and other types of foreign capital) have been brought into Myanmar, a report shall have to be submitted to the Commission as prescribed, vide Letter No. Na-Ya 9/101/92(416) dated 3-12-92 [Annexure (1)].

17. Linda Fashion (Myanmar) Co., Ltd. shall have the right to conduct account transfer in exchanging foreign currency into Kyat and vice-versa as per para 20 of the Notification No. 40/2011 issued by the Government of the Republic of the Union of Myanmar, dated 30 September 2011.

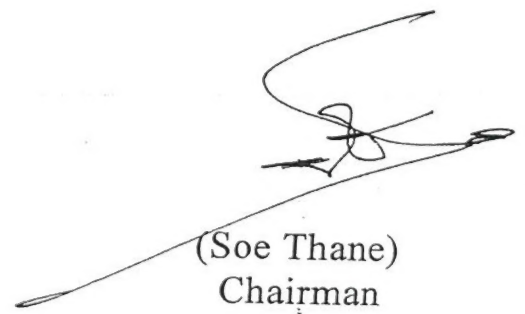
18. Linda Fashion (Myanmar) Co., Ltd. shall report to the Commission for any alteration in the physical and financial plan of the project. Cost over run, over and above the investment amount pledged in both local and foreign currency shall have to be reported as early as possible.

19. Linda Fashion (Myanmar) Co., Ltd. shall be responsible for the preservation of the environment at and around the area of the project site. Hence, it shall

observe the directive issued by the Commission vide Letter No. Ya Ka-1/139/94(0440) dated 30-6-94 [Annexure(2)] to undertake all proper treatment systems and other necessary environmental control systems. In addition, Linda Fashion (Myanmar) Co., Ltd. shall be responsible to abide by the Myanmar Environmental Conservation Law, rules & regulations under the Ministry of Environmental Conservation and Forestry.

20. Payment of principal and interest of the loan(if any) as well as payment for import of raw materials and spare parts etc., shall only be made out of the official foreign exchange earnings of Linda Fashion (Myanmar) Co., Ltd.

21. Linda Fashion (Myanmar) Co., Ltd. in consultation with Myanma Insurance, shall effect such types of insurance defined under Chapter VIII, Article 15 of the Procedures relating to the Republic of the Union of Myanmar Foreign Investment Law.



(Soe Thane)
Chairman

Linda Fashion (Myanmar) Co., Ltd.

c/o. / Director General

Department of Human Settlements & Housing Development

cc: 1. Office of the Government of the Republic of the Union of Myanmar

2. Office of the Yangon Region Government

3. Ministry of National Planning and Economic Development

4. Ministry of Finance and Revenue

5. Ministry of Commerce

6. Ministry of Construction

7. Ministry of Foreign Affairs

8. Ministry of Home Affairs

9. Ministry of Immigration and Population

10. Ministry of Labour, Employment and Social Security

11. Ministry of Electric Power

12. Chairman, CMP Enterprises Supervision Committee

- ✓13. Director General, Directorate of Investment and Company Administration
- ✓14. Director General, Directorate of Industrial Supervision and Inspection
- ✓15. Director General, Customs Department
- ✓16. Director General, Directorate of Trade
- ✓17. Director General, Immigration and National Registration Department
- ✓18. Director General, Directorate of Labour
- ✓19. Director General, Internal Revenue Department
- ✓20. Managing Director, Myanma Foreign Trade Bank
- ✓21. Managing Director, Myanma Investment and Commercial Bank
- ✓22. Managing Director, Myanma Insurance
- ✓23. Managing Director, Myanma Electric Power Enterprise
- ✓24. Chairman, Republic of the Union of Myanmar Federation of Chambers of Commerce and Industry(UMFCCI)

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ရက-၆(ခ)/န-၇၃၂/၂၀၁၃(၁၂၃ -၃)

ရက်စွဲ ၊ ၂၀၁၃ ခုနှစ် ဇန်နဝါရီလ ၂ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့

တင်ပြသည့်အမှာစာ

အကြောင်းအရာ။

ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Linda Fashion (Myanmar) Co.,Ltd. မှ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်းနှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့် ပြုရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ

၁။ တရုတ်ပြည်သူ့သမ္မတနိုင်ငံမှ Sun-Flower Lace (H.K) Co.,Ltd. သည် မြန်မာနိုင်ငံတွင် Linda Fashion (Myanmar) Co.,Ltd. တည်ထောင်ပြီး ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ မင်္ဂလာဒုံ စက်မှုဇုန်၊ မြေကွက် အမှတ်- C-3 ရှိ မြေ ၆.၁၅ ဧက (၂၄၈၇၂ စတုရန်း မီတာ) အားငှားရမ်း၍ ရာနှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဖြင့် CMPစနစ်ဖြင့် အထည်ချုပ် လုပ်ခြင်းနှင့် ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့် ပြုပါရန် ဆောက်လုပ်ရေးဝန်ကြီးဌာနမှ မြန်မာနိုင်ငံရင်းနှီး မြှုပ်နှံမှု ကော်မရှင်သို့ အဆိုပြုလွှာ တင်ပြ လာပါသည်။

၂။ အဆိုပြုချက်နှင့်အတူ ရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်နှင့်အညီ Mingaladon Industrial Park Co.,Ltd. နှင့် Linda Fashion (Myanmar) Co.,Ltd. တို့ ချုပ်ဆိုမည့် Sub-Lease Agreement (မူကြမ်း)၊ Physical Delivery Receipt၊ Provisional Allotment for Plot No. C-3၊ Additional Conditionals for Lease of Mingaladon Industrial Park Co.,Ltd. နှင့် တည်နေရာပြ မြေပုံများကို ပူးတွဲ တင်ပြ ထားပါသည်။

၃။ လုပ်ငန်း၏ စုစုပေါင်း ရင်းနှီးမြှုပ်နှံမှုမှာ US\$ ၂.၆၀၀ သန်းဖြစ်ပြီး ၎င်းတွင် ငွေသား US\$ ၀.၂၈၉ သန်း၊ စက်ပစ္စည်း တန်ဖိုး US\$ ၀.၁၉၄ သန်း၊ ရုံးသုံးပစ္စည်း တန်ဖိုး US\$ ၀.၀၅၀ သန်း၊ မော်တော်ယာဉ် တန်ဖိုး US\$ ၀.၁၂၂ သန်း၊ မြေအသုံးချမှု ပေးငွေတန်ဖိုး US\$ ၀.၉၄၅ သန်း နှင့် အဆောက်အဦတန်ဖိုး US\$ ၁.၀၀၀ သန်း တို့ ပါဝင်ပါသည်။

ကန့်သတ်

၄။ လုပ်ငန်း၏သက်တမ်းကာလကိုမင်္ဂလာဒုံစက်မှုဇုန်မြေငှားသက်တမ်းအတိုင်း(၇-၂-၂၀၄၈) အထိ (၃၆)နှစ် ငှားရမ်းမည်ဖြစ်ပြီး တည်ဆောက်မှုကာလမှာ ၆ လဖြစ်ကြောင်း ဖော်ပြထားပြီး ကော်မရှင် ခွင့်ပြုမိန့် ရရှိပြီးပါက လုပ်ငန်းစတင် ဆောင်ရွက်မည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။

၅။ လုပ်ငန်းဆောင်ရွက်မည့်ဧရိယာမှာမြေဧရိယာ၆.၁၅ဧက(၂၄,၈၇၂စတုရန်းမီတာ)ဖြစ်ပါသည်။ မြေငှားရမ်းခမှာ တစ်နှစ် တစ်စတုရန်းမီတာလျှင် US \$ ၀.၃၀ နှုန်းဖြင့် US \$ ၇၄၆၁.၆၀အား မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနသို့ပေးချေရန်ဖြစ်ပါသည်။ မြေအသုံးချမှုပေးငွေ (Land Use Premium) အဖြစ် တစ်စတုရန်း မီတာလျှင် US \$ ၃၈ နှုန်း ဖြင့် US \$ ၉၄၅,၁၃၆ ကို (၃)ရစ်ခွဲ၍ Mingaladon Industrial Park Co.,Ltd. သို့ ပေးချေမည် ဖြစ်ပါသည်။

၆။ ရန်ကုန်တိုင်းဒေသကြီး အစိုးရအဖွဲ့ အစည်းအဝေး အမှတ်စဉ် (၄၇/၂၀၁၂) (၁၃-၁၂-၂၀၁၂) မှ အဆိုပြု မြေနေရာမှာ နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိမြို့ပြ စီမံကိန်းအား ထိခိုက်နိုင်မှု မရှိကြောင်း၊ မြို့နယ်ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှု အတွက် အထောက်အကူ ဖြစ်စေပါကြောင်း၊ လူမှုစီးပွားရေး၊ သဘာဝ ပတ်ဝန်းကျင် ထိန်းသိမ်းမှု တို့အရ လက်ခံနိုင်ခြင်းရှိကြောင်း၊ Sun-Flower Lace (H.K) Co.,Ltd. ၏ မြန်မာနိုင်ငံတွင် Linda Fashion (Myanmar) Co.,Ltd. တည်ထောင်ပြီး CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုး ပန်းထိုးခြင်းလုပ်ငန်း ကို ရာနှုန်းပြည့် နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုအဖြစ် လုပ်ငန်းသစ် ဆောင်ရွက်လိုမှု တင်ပြခြင်းအား ခွင့်ပြုသင့်ကြောင်း ထောက်ခံတင်ပြ ထားပါသည်။ (နောက်ဆက်တွဲ-က)

၇။ စက်မှုဝန်ကြီးဌာန၊ စက်မှုကြီးကြပ်ရေးနှင့် စစ်ဆေးရေးဦးစီးဌာနမှ နှစ်စဉ် ထုတ်လုပ်မှု နှင့် စက်အင်အား၊ လူအင်အား အချိုးအစား ညီညွတ်မျှတမှု ရှိကြောင်းနှင့် တည်ဆဲဥပဒေ များနှင့် ကိုက်ညီမှု ရှိပါက ကန့်ကွက်ရန်မရှိကြောင်းသဘောထားပြန်ကြားလာပါသည်။ (နောက်ဆက်တွဲ-ခ)

၈။ CMP လုပ်ငန်းများ ကြီးကြပ်ရေးကော်မတီ မှ ပစ္စည်းအားလုံး ထုတ်လုပ်မည် ဆိုပါက ကုန်ကြမ်း (Kg) ၂၃၇၂၄၀ ကုန်ကျမည် ဖြစ်၍ အဆိုပြုချက်ပါ ကုန်ကြမ်းတွင် ၂၃၆၀၀၀ Kg ဖော်ပြ ထား၍ ၁၂၄၀ Kg လျော့နည်းနေကြောင်း၊ CMP လက်ခံ နှုန်းထားများသည် လက်ရှိရရှိသည့် လက်ခံနှုန်းထားနှင့် သင့်တင့်မှုရှိကြောင်း၊ အဆိုပြုချက်ပါ Bridal Dress၊ Garments၊ Petticoat၊ Veil ၊ Garments Accessories များ ထုတ်လုပ်ရန် စက်အရေ အတွက် Singl Needle (၃၅၀)လုံး၊ Skilled Worker (၂၅၀)ဦး၊ Semi Skilled Worker (၃၃၀)ဦး၊ Unskilled Worker (၁၆၀)ဦး၊ Q.C(၁၅)ဦး၊ Designer (၆)ဦး အသုံးပြုထုတ်လုပ်ရန်လျာထားကြောင်း၊ ပစ္စည်း (၅)မျိုး လုံးအား အဆိုပြုချက်ပါထုတ်လုပ်မှု အရေအတွက်အတိုင်း ထုတ်လုပ်နိုင်ရန်အတွက်

(၅)မျိုး လုံးအား အဆိုပြုချက်ပါထုတ်လုပ်မှု အရေအတွက်အတိုင်း ထုတ်လုပ်နိုင်ရန်အတွက် စက်အင်အား၊ လူအင်အား အမျိုးအစား ညီညွတ်မှု ရှိကြောင်းနှင့် ကော်မရှင်၏ ခွင့်ပြုချက်ရရှိပါက အလုပ်အကိုင် အခွင့်အလမ်းများ ပိုမိုရရှိစေပြီး ဆင်းရဲမွဲတေမှု လျော့ချရေးကို အထောက်အကူ ပြုနိုင်မည် ဖြစ်၍ CMP စနစ်ဖြင့် အထည်ထုတ်လုပ်ခြင်း လုပ်ငန်းလုပ်ကိုင်ခွင့်ကို အားပေး ဆောင်ရွက်သင့်ကြောင်း သဘောထား ပြန်ကြားလာပါသည်။ (နောက်ဆက်တွဲ-ဂ)

၉။ လုပ်ငန်းမှ ထွက်ရှိသော ကုန်ချောများကို ပြည်တွင်းတွင် ၁% ရောင်းချမည် ဖြစ်ပြီး ပြည်ပသို့ ၉၉% တင်ပို့မည် ဖြစ်ပါသည်။ ထုတ်လုပ်မှုပစ္စည်းများ၏ နမူနာ ဓာတ်ပုံ မိတ္တူများကို ပူးတွဲ တင်ပြထားပါသည်။ နှစ်စဉ် ထုတ်လုပ်မှု CMP လက်ခန့်နှုန်းနှင့် ပြည်တွင်းရောင်းချေးနှုန်းများ မှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

စဉ် အမျိုးအမည်		ထုတ်လုပ်မှု	CMPလက်ခန့်နှုန်း ပြည်တွင်းရောင်းချေးနှုန်း
			(US \$) (ကျပ်)
(က)	Bridal Dress	၁၀၈,၀၀၀(Pcs)	၃၀ ၃,၀၀၀
(ခ)	Garment	၉,၀၀၀(Dozen)	၃၆ ၃,၀၀၀
(ဂ)	Petticoat	၉,၀၀၀(Dozen)	၁၈ ၃,၀၀၀
(ဃ)	Veil	၉,၀၀၀(Dozen)	၁၈ ၃,၀၀၀
(င)	Garment's Accessories	၉,၀၀၀(Dozen)	၃.၆ ၃,၀၀၀

၁၀။ ဤလုပ်ငန်းကိုဆောင်ရွက်ခြင်းဖြင့်ပုံမှန်နှစ်(၅နှစ်မြောက်)တွင်ရရှိမည့်ကုမ္ပဏီ၏ ဝင်ငွေနှင့် အသုံးစရိတ်ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(US\$)သန်း

(က)	ဝင်ငွေ	၃.၈၈၆
(ခ)	အသုံးစရိတ်	၃.၁၁၂
(ဂ)	အသားတင်အမြတ်	၀.၇၇၄

၁၁။ လုပ်ငန်း၏ အရင်းကြေကာလမှာ ၅ နှစ်နှင့် ၆ လဖြစ်ပြီး အရင်းအနှီးအပေါ် အကျိုး အမြတ်ပြန်ပေါ်နှုန်း IRR မှာ ၂၂.၅၁% ဖြစ်ပါသည်။ အမေရိကန် တစ်ဒေါ်လာလျှင် ၈၂၀ ကျပ်နှုန်းဖြင့် တွက်ချက် ထားပါသည်။

၁၂။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်မှ ပုံမှန်နှစ်တွင်ရရှိမည့် ကုန်သွယ် လုပ်ငန်း ခွန်မှာ US\$ ၂၆၃ နှင့် ဝင်ငွေခွန် US\$ ၂၅၈,၃၁၆ ဖြစ်ပါသည်။

၁၃။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပြည်တွင်းမှဝန်ထမ်း(၇၈၇) ဦးနှင့် ပြည်ပမှ ကျွမ်းကျင်သူ (၆)ဦးခန့်ထားမည်ဖြစ်ပါသည်။ Skilled Worker တစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US \$ ၁၀၀ ဖြစ်ပြီး Unskilled Worker တစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US \$ ၇၀ ဖြစ်ပါသည်။

၁၄။ တရုတ်ပြည်သူ့သမ္မတနိုင်ငံ၊ဟောင်ကောင်ရှိမြန်မာသံရုံးတွင် ဖွဲ့စည်းမှတ်ပုံတင်ထားသည့် Sun-Flower Lace (H.K) Co.,Ltd. ၏ Certificate of Incorporation၊ Annual Return များကို Notary ပြုလုပ်ပြီး Linda Fashion (Myanmar) Co.,Ltd. ၏ MOA နှင့် AOA တင်ပြထားပါသည်။

၁၅။ ကုမ္ပဏီ၏ ငွေရေးကြေးရေး အထောက်အထားအဖြစ် Sun Flower Lace (HK) Co.,Ltd. အမည်ဖြင့် ဟောင်ကောင်ရှိ Shanghai Commercial Bank တွင် (၂၄-၇-၂၀၁၂) ရက်စွဲဖြင့် ဟောင်ကောင် ဒေါ်လာ ၁,၀၉၈,၉၀၃.၄၀ (US\$ ၁၄၁,၇၅၁.၅၅၃) ရှိကြောင်း ထောက်ခံစာ၊ Sun Flower Lace (H.K) Co.,Ltd. ကို ဟောင်ကောင်တွင် ကုမ္ပဏီ မှတ်ပုံတင်အမှတ် ၇၅၁၀၆၃ (၂၁-၃-၂၀၁၂) ရက်စွဲဖြင့် မှတ်ပုံတင်ထားသည့် အထောက်အထား၊ ဒါရိုက်တာအဖွဲ့ဝင်များ၏ Passport မိတ္တူများကို တင်ပြထားပါသည်။


၁၆။ တင်သွင်းမည့် စက်ပစ္စည်းများတွင် မော်တော်ယာဉ် တင်သွင်းမှုကို တွေ့ရှိရပြီး ၎င်းတို့မှာ Toyota COASTER Bus ၁ စီး၊ Hino 300 3.49 Ton ၁ စီး၊ Mitsubishi 2400 CC နှစ်စီး စုစုပေါင်း ၄ စီး ဖြစ်ကြောင်း တင်ပြထားပါသည်။

၁၇။ Linda Fashion (Myanmar) Co., Ltd. မှ စက်ရုံဝန်ထမ်းများ သက်သာ ချောင်ချိရေး နှင့် လုပ်ငန်းခွင် သာယာရေးအတွက် စီမံချက်နှင့် မီးဘေးကြိုတင်ကာကွယ်ရေးအတွက် စီမံချက် တို့ကို တင်ပြထားပါသည်။

၁၈။ နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု ဥပဒေပုဒ်မ ၂၁ပါ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် များကို ခံစားခွင့်ပြုရန် တင်ပြထားပါသည်။

၁၉။ သို့ပါ၍ Linda Fashion (Myanmar) Co.,Ltd.တည်ထောင်ပြီးရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံမြို့နယ်၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မြေကွက်အမှတ်-C-3ရှိ မြေ ၁၅ဧက (၂၄၈၇၂ စတုရန်းမီတာ) အား ငှားရမ်း၍ ရာနှုန်းပြည့် နိုင်ငံခြား ရင်းနှီး မြှုပ်နှံမှုဖြင့် CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်းနှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်တင်ပြခြင်းအပေါ်လမ်းညွှန်မှု ခံယူအပ်ပါသည်။

ကန့်သတ်


အတွင်းရေးမှူး(ကိုယ်စား)
(အောင်နိုင်ဦး၊ ညွှန်ကြားရေးမှူးချုပ်)

ကုမ္ပဏီဒါရိုက်တာနှင့်အစုရှင်များ၏နေရပ်လိပ်စာစာရင်း

စဉ်	ကုမ္ပဏီအမည်	ဒါရိုက်တာ/အစုရှင်များ၏အမည်	ဒါရိုက်တာ/အစုရှင်များ၏ ဆက်သွယ်ရန်လိပ်စာ
၁။	Linda Fashion (Myanmar) Co., Ltd.	(၁) Mr. Wang Gen Quan Director PP.No.G 36402417 (၂) Mrs. Hsu, Shu-Chen Director PP.No.303558761	No.478, Yao Chang Zhuang, Xi Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China. 3F, No.9, Ln.120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan, Republic of China.

၁။ ဆက်သွယ်ရမည့်တယ်လီဖုန်းနံပါတ်/ဖက်စ်နံပါတ် - No.478, Yao Chang Zhuang, Xi Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China.

၂။ ဆက်သွယ်ရမည့် လိပ်စာအပြည့်အစုံ - No.478, Yao Chang Zhuang, Xi Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China.

၃။ ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်/ရာထူး - Mr. Wang Gen Quan
Director

၄။ ကုမ္ပဏီအနေဖြင့်ဆောင်ရွက်သည့်လုပ်ငန်းများ - CMPစနစ်ဖြင့်အထည်ချုပ်နှင့်ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း

၅။ ကုမ္ပဏီမှတ်ပုံတင်အမှတ်/နေ့စွဲ -

၆။ ကုမ္ပဏီမှတ်ပုံတင် သက်တမ်းကုန်ဆုံးသည့်နေ့စွဲ -

၇။ ဘဏ်အမည်နှင့်ဘဏ်စာရင်းအမှတ် -



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ် ၂ / ၃ - ၆ (၅) / စီးပွား
ရက်စွဲ ၂၀၁၂ခုနှစ်၊ ဒီဇင်ဘာလ ၁၈ ရက်

သို့

✓ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
နေပြည်တော်

အကြောင်းအရာ။ ။ သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ

ရည်ညွှန်းချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၂-၁၀-၂၀၁၂)ရက်စွဲပါ
စာအမှတ်၊ ရက-၆(ခ)/န-၇၃၂ /၂၀၁၂(၁၁၈၃၃)

၁။ တရုတ်နိုင်ငံ Sun-Flower Lace (H.K) Co., Ltd. မှ ရာနှုန်းပြည့်
နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Linda Fashion (Myanmar) Co., Ltd. တည်ထောင်ပြီး
ရန်ကုန်တိုင်းဒေသကြီး နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ မြေကွက်အမှတ် (C -3)
(ဧရိယာ-၆.၁၅ဧက)အား ငှားရမ်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်း
လုပ်ငန်းဆောင်ရွက်ခွင့် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက် ပြန်ကြားပေးပါရန်
ရည်ညွှန်းစာဖြင့် အကြောင်းကြားလာခြင်းနှင့် ပတ်သက်၍ ကွင်းဆင်းစစ်ဆေးမှုအရ
အောက်ပါအတိုင်း သဘောထားမှတ်ချက် တင်ပြအပ်ပါသည်။

- (က) လုပ်ငန်းဆောင်ရွက်မည့် မြေနေရာမှာ ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံစက်မှုဇုန်
အတွင်း၌ဖြစ်ပြီး (၆.၁၅ ဧက) (၂၄,၈၇၂ စတုရန်းမီတာ) ကျယ်ဝန်းသော
မြေကွက်အမှတ် (C -3) အား (၃၆) နှစ်ငှားရမ်းစာချုပ်၍ လုပ်ငန်းလုပ်ကိုင်မည့်
ဖြစ်သဖြင့် အဆိုပြုမြေနေရာမှာ နောင်ပြုလုပ်မည့်(သို့မဟုတ်) လက်ရှိမြို့ပြ
စီမံကိန်းအား ထိခိုက်မှုမရှိနိုင်ပါ။
- (ခ) အဆိုပြုလုပ်ငန်း ဆောင်ရွက်နိုင်မည်ဆိုပါက ဝန်ထမ်းအင်အား (၇၈၇)ဦး
ခန့်ထားပေး နိုင်မည်ဖြစ်ပြီး ချုပ်လုပ်ပြီးသော အထည်များအား ပြည်တွင်း၌
(၁%) ပြည်ပသို့ (၉၉ %) တင်ပို့ဖြန့်ချိမည် ဖြစ်သဖြင့် မြို့နယ်ဒေသအလုပ်အကိုင်
အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုအတွက် အထောက်အကူ
ဖြစ်စေပါသည်။
- (ဂ) အဆိုပြုမြေနေရာမှာ စက်မှုလုပ်ငန်းများဆောင်ရွက်ရန် သတ်မှတ်ထားသော
မင်္ဂလာဒုံစက်မှုဇုန် အတွင်း၌ဖြစ်သဖြင့် စက်ရုံအတွက် သုံးစွဲခြင်းအပေါ်
ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းမှုတို့အရ
လက်ခံနိုင်ခြင်းရှိပါသည်။

၂။ အထက်ဖော်ပြပါအချက်များကြောင့် (၁၃. ၁၂. ၂၀၁၂) ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၄၇/၂၀၁၂) ဆုံးဖြတ်ချက်အပိုဒ် (၇၂) အရ Sun Flower Lace (H.K) Co., Ltd. ၏ မြန်မာနိုင်ငံတွင် Linda Fashion (Myanmar) Co., Ltd. တည်ထောင်ပြီး CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်းကို ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုအဖြစ် လုပ်ငန်းသစ် ဆောင်ရွက်လိုမှု တင်ပြခြင်းအား ခွင့်ပြုသင့်ကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။



(မြင့်ဆွေ)

ဝန်ကြီးချုပ်

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီး လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီး

ရန်ကုန်မြောက်ပိုင်းခရိုင် အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန အုပ်ချုပ်ရေးမှူးရုံး

မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန အုပ်ချုပ်ရေးမှူးရုံး၊ မင်္ဂလာဒုံမြို့နယ်

Sun-Flower Lace (H.K) Co., Ltd.

လက်ခံစာ

မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စက်မှုဝန်ကြီးဌာန
စက်မှုကြီးကြပ်ရေးနှင့်စစ်ဆေးရေးဦးစီးဌာန
ရုံးအမှတ်(၄၁)နေပြည်တော်

စာအမှတ်၊ ၁၅၁၅(၅) မပတ-၁/၃/ ၂၀၁၂ (၂၆၇၁)
ရက်စွဲ၊ ၂၀၁၂ ခုနှစ်၊ အောက်တိုဘာလ ၁၉ရက်

အကြောင်းအရာ။ Linda Fashion (Myanmar) Co.,Ltd. မှ ရာနှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
ဖြင့် CMP စနစ် အထည်ချုပ်နှင့် ဇာထိုး၊ ပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြု
ပါရန်နှင့်ပတ်သက်၍ သဘောထားမှတ်ချက်တင်ပြခြင်းကိစ္စ

ရည်ညွှန်းချက်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၁၂.၁၀.၂၀၁၂ ရက်စွဲပါစာအမှတ်၊ ရက-
၆(ခ)/န-၇၂၉/၂၀၁၂ (၁၁၈၃၄)

၁။ တရုတ်ပြည်သူ့သမ္မတနိုင်ငံ Sun-Flower Lace (H.K) Co.,Ltd.သည် မြန်မာနိုင်ငံတွင်
Linda Fashion (Myanmar) Co.,Ltd. တည်ထောင်၍ ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ
မြေကွက်အမှတ်၊ C3(ဧရိယာ-၆.၁၅ဧက)အား ငှားရမ်း၍ ရာနှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် CMP
စနစ်အထည်ချုပ်နှင့် ဇာထိုး၊ ပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု
ကော်မရှင်သို့ တင်ပြလာခြင်းအပေါ် ကော်မရှင်မှသဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်း
ပါစာဖြင့် အကြောင်းကြားလာပါသည်။

စိစစ်တင်ပြချက်

၂။ Linda Fashion Myanmar Co.,Ltd. မှ ရာနှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့်
CMPစနစ်အထည်ချုပ်နှင့်ဇာထိုး၊ ပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်း
နှင့်ပတ်သက်၍ အောက်ပါအတိုင်းစိစစ်တင်ပြ အပ်ပါသည်-

- (က) လုပ်ငန်းရည်ရွယ်ချက် - နိုင်ငံတော်အတွက်အခွန်ဘဏ္ဍာငွေများရရှိစေရန်နှင့်
ပြည်တွင်းအလုပ်အကိုင်အခွင့်အလမ်းများရရှိစေရန်
- (ခ) လုပ်ငန်း/စက်ရုံအမည် - Linda Fashion (Myanmar) Co.,Ltd.CMP စနစ်
အထည်ချုပ်နှင့်ဇာထိုး၊ ပန်းထိုးခြင်းလုပ်ငန်း
- (ဂ) တည်နေရာနှင့် အကျယ်အဝန်း - (၁) ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ
မြေကွက်အမှတ်-C3
(၂) မြေ ၆.၁၅ ဧက
(၃) Mingaladon Industrial Park Co.,Ltd. နှင့်
၃၆နှစ် ငှားရမ်းစာချုပ်ချုပ်ထားပါသည်။
- (ဃ) ပိုင်ရှင်အမည်/ရာထူး - Mr. Wang Gen Quan (D)(Chinese)
- (င) စက်ကိရိယာတပ်ဆင်မှု - ပြည်ပမှ စက်ကိရိယာ ၇၄၃ လုံးတင်သွင်းမည်ဟုဖော်ပြ
ထားပါသည်။
- (စ) လုပ်ငန်းအမျိုးအစား - CMP စနစ်အထည်ချုပ်နှင့်ဇာထိုး၊ ပန်းထိုးခြင်းလုပ်ငန်း

- (ဆ) ထုတ်ကုန်အမျိုးအစား: - Bridal Dress ,Garment, Petticoat, Veil,
နှင့်အရည်အသွေး: Garment's Accessories
- (ဇ) တစ်နှစ်ကုန်ချောထုတ်လုပ်မှုနှင့်တန်ဖိုး: Bridal Dress 36000 Pcs, US\$ 712800
Garment 3000 doz, US\$ 106920
Petticoat 3000 doz, US\$ 53460
Veil 3000 doz, US\$ 53460
Garment's 3000 doz, US\$ 10692
Accessories
- (ဈ) ရင်းနှီးမြှုပ်နှံမှု - US\$ 2600000
နိုင်ငံသားရင်းနှီးမြှုပ်နှံမှု/ - နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
- (ည) ဖြန့်ဖြူးမည့်ဒေသ - ပြည်ပ ၉၉ %၊ ပြည်တွင်း ၁ %
နှင့်ဈေးကွက်
- (ဋ) အလုပ်သမားဦးရေ - ပြည်တွင်း (၇၈၇) ဦး၊ ပြည်ပ (၆) ဦး
- ၇၉၃ ဦး

သုံးသပ်တင်ပြချက်

- ၃။ သို့ဖြစ်ပါ၍ Linda Fashion (Myanmar) Co.,Ltd. မှ CMP စနစ်အထည်ချုပ်နှင့် ဇာထိုး၊
ပန်းထိုးခြင်းလုပ်ငန်းဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းနှင့်ပတ်သက်၍ -
- (က) ရာနှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် လျှောက်ထားလာခြင်း
ဖြစ်ပါသည်။
- (ခ) မင်္ဂလာဒုံစက်မှုဇုန်၊ မြေကွက်အမှတ် C3 ရှိ မြေ ၁.၆၅ ဧက အား ငှားရမ်းလုပ်ကိုင်မည်
ဟုဖော်ပြထားပါသည်။
- (ဂ) နှစ်စဉ်ထုတ်လုပ်မှုနှင့် စက်အင်အား၊ လူအင်အား အချိုးအစားညီညွတ်မှုတူရှိပါသည်။
- (ဃ) တည်ဆဲဥပဒေများနှင့်ညီပါက ကန့်ကွက်ရန် မရှိကြောင်း သုံးသပ်အပ်ပါသည်။
- ၄။ သိရှိနိုင်ပါရန် တင်ပြအပ်ပါသည်။



စိုးလှိုင်

ညွှန်ကြားရေးမှူးချုပ်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

မိတ္ထူကို

- စက်မှုဝန်ကြီးဌာန သိရှိနိုင်ပါရန်တင်ပြအပ်ပါသည်။
- ရုံးလက်ခံ
- မျှောစာတွဲ



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
တိုင်းဒေသကြီးအစိုးရအဖွဲ့
ရန်ကုန်တိုင်းဒေသကြီး

စာအမှတ် ၂ / ၃ - ၆ (၅) / စီးပွား
 ရက်စွဲ ၂၀၁၂ခုနှစ်၊ ဒီဇင်ဘာလ ၁၈ ရက်

M. 3698
 20/12

သို့

✓ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
 နေပြည်တော်

အကြောင်းအရာ။ ။ သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ
 ရည်ညွှန်းချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၂-၁၀-၂၀၁၂)ရက်စွဲပါ
 စာအမှတ်၊ ရက-၆(ခ)/န-၇၃၂ /၂၀၁၂(၁၁၈၃၃)

၁။ တရုတ်နိုင်ငံ Sun-Flower Lace (H.K) Co., Ltd. မှ ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Linda Fashion (Myanmar) Co., Ltd. တည်ထောင်ပြီး ရန်ကုန်တိုင်းဒေသကြီး နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ မြေကွက်အမှတ် (C -3) (ဧရိယာ-၆.၁၅ဧက)အား ငှားရမ်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်းဆောင်ရွက်ခွင့် တင်ပြလာခြင်းအပေါ် သဘောထားမှတ်ချက် ပြန်ကြားပေးပါရန် ရည်ညွှန်းစာဖြင့် အကြောင်းကြားလာခြင်းနှင့် ပတ်သက်၍ ကွင်းဆင်းစစ်ဆေးမှုအရ အောက်ပါအတိုင်း သဘောထားမှတ်ချက် တင်ပြအပ်ပါသည်။

- (က) လုပ်ငန်းဆောင်ရွက်မည့် မြေနေရာမှာ ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံစက်မှုဇုန် အတွင်း၌ဖြစ်ပြီး (၆.၁၅ ဧက) (၂၄,၈၇၂ စတုရန်းမီတာ) ကျယ်ဝန်းသော မြေကွက်အမှတ် (C -3) အား (၃၆) နှစ်ငှားရမ်းစာချုပ်၍ လုပ်ငန်းလုပ်ကိုင်မည် ဖြစ်သဖြင့် အဆိုပြုမြေနေရာမှာ နောင်ပြုလုပ်မည့်(သို့မဟုတ်) လက်ရှိမြို့ပြ စီမံကိန်းအား ထိခိုက်မှုမရှိနိုင်ပါ။
- (ခ) အဆိုပြုလုပ်ငန်း ဆောင်ရွက်နိုင်မည်ဆိုပါက ဝန်ထမ်းအင်အား (၇၈၇)ဦး ခန့်ထားပေး နိုင်မည်ဖြစ်ပြီး ချုပ်လုပ်ပြီးသော အထည်များအား ပြည်တွင်း၌ (၁%) ပြည်ပသို့ (၉၉ %) တင်ပို့ဖြန့်ချိမည် ဖြစ်သဖြင့် မြို့နယ်ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုအတွက် အထောက်အကူ ဖြစ်စေပါသည်။
- (ဂ) အဆိုပြုမြေနေရာမှာ စက်မှုလုပ်ငန်းများဆောင်ရွက်ရန် သတ်မှတ်ထားသော မင်္ဂလာဒုံစက်မှုဇုန် အတွင်း၌ဖြစ်သဖြင့် စက်ရုံအတွက် သုံးစွဲခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်းရှိပါသည်။

၂။ အထက်ဖော်ပြပါအချက်များကြောင့် (၁၃. ၁၂. ၂၀၁၂) ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၄၇/၂၀၁၂) ဆုံးဖြတ်ချက်အပိုဒ် (၇၂) အရ Sun Flower Lace (H.K) Co., Ltd. ၏ မြန်မာနိုင်ငံတွင် Linda Fashion (Myanmar) Co., Ltd. တည်ထောင်ပြီး CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်းကို ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုအဖြစ် လုပ်ငန်းသစ် ဆောင်ရွက်လိုမှု တင်ပြခြင်းအား ခွင့်ပြုသင့်ကြောင်း ထောက်ခံတင်ပြအပ်ပါသည်။

(မြင့်ဆွေ)

ဝန်ကြီးချုပ်

မိတ္တူကို

ရန်ကုန်တိုင်းဒေသကြီး လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီး

ရန်ကုန်မြောက်ပိုင်းခရိုင် အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန အုပ်ချုပ်ရေးမှူးရုံး

မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန အုပ်ချုပ်ရေးမှူးရုံး၊ မင်္ဂလာဒုံမြို့နယ်

Sun-Flower Lace (H.K) Co., Ltd.

လက်ခံစာ

မျှောစာတွဲ



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
CMP လုပ်ငန်းများကြီးကြပ်ရေးကော်မတီ

စာအမှတ်၊ ၃၄-အလ/ခွဲ(၂) ၂၀၁၃ (၂၆၆)

ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဇန်နဝါရီလ ၁၁ ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။

Linda Fashion (Myanmar) Co., Ltd မှ CMP စနစ်ဖြင့် အထည်ချုပ်
လုပ်ခြင်း နှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်းဆောင်ရွက်ခွင့်အပေါ် သဘောထား
မှတ်ချက်ပေးပို့ခြင်း

ရည်ညွှန်းချက်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင် ၏ ၁.၁.၂၀၁၃ ရက်စွဲပါ စာအမှတ်၊
ရက-၆(ခ)/န-၇၂၉/၂၀၁၃(၄၁)

၁။ ရန်ကုန်တိုင်းဒေသကြီး၊ မင်္ဂလာဒုံစက်မှုဇုန်၊ မြေကွက် အမှတ် C3 (ဧရိယာ ၆.၁၅ ဧက) အား
ငှားရမ်း၍ တရုတ်နိုင်ငံမှ Sun-Flower Lace (H.K) Co.,Ltd သည် မြန်မာနိုင်ငံတွင် Linda Fashion
(Myanmar) Co.,Ltd အမည်ဖြင့် ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံပြီး CMP စနစ်ဖြင့် အထည်ချုပ်
လုပ်ခြင်းနှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်း ဆောင်ရွက်ရန် တင်ပြမှုအပေါ် CMP လုပ်ငန်းများ မြေပြင်
ကွင်းဆင်းစစ်ဆေးရေးအဖွဲ့ ဥက္ကဋ္ဌ၊ အလုပ်ရုံနှင့်အလုပ်သမား ဥပဒေစစ်ဆေးရေးဦးစီးဌာန၊ ညွှန်ကြား
ရေးမှူးချုပ် ဦးဝင်းရှိန် နှင့် အထည်ချုပ်စက်ရုံ အမှတ် (၁၇) စက်ရုံမှူး ဒေါ်လှသီတာ တို့သည်
၇.၁.၂၀၁၃ ရက်နေ့ (၁၅:၃၀) နာရီတွင် တာဝန်ရှိသူများနှင့် တွေ့ဆုံမေး မြန်းခဲ့ပါသည်။

၂။ Linda Fashion (Myanmar) Co., Ltd ၏ အဆိုပြုချက်အား အောက်ပါအတိုင်း စိစစ်တင်ပြ
အပ်ပါသည် -

(က) C.M.P ကုန်ကြမ်း လိုအပ်ချက် နှင့် ကုန်ချောထုတ်လုပ်မှု အချိုးအစား ညီညွတ်မှု ရှိ/မရှိ၊
အဆိုပြုချက်ပါ ကုန်ကြမ်း လိုအပ်ချက် ဖော်ပြမှုကို စိစစ်ရာ ပြည်ပမှ တင်သွင်းသော
ပိတ်သားပေါ်တွင် အဆိုပြုချက်ပါအတိုင်း ပန်းထိုးခြင်း၊ Sequin ထိုးခြင်းများ၊ ဇာအနား
တပ်ခြင်း၊ ပုလဲလုံး တပ်ခြင်းဖြင့် သတို့သမီးဝတ်စုံများ ချုပ်လုပ်ခြင်း၊ Veil ချုပ်လုပ်ခြင်း၊
Petti Coat ချုပ်လုပ်ခြင်း၊ Garments Accessories ထုတ်လုပ်ခြင်း လုပ်ငန်းဖြစ်
ပါသည်။ အဆိုပြုချက်ပါ ကုန်ကြမ်း လိုအပ်ချက် ဖော်ပြမှုကို စိစစ်ရာ အောက်ပါအတိုင်း
တွေ့ရှိရပါသည် -

ချုပ်ထည်	တစ်ထည် လိုအပ်ချက်နှုန်းထား	ပုံမှန်လိုအပ်ချက် နှုန်းထားများကိုက်ညီမှု ရှိ/မရှိ
1. Bridal Dress	3.10 Kgs/pc	ကိုက်ညီမှုရှိပါသည်။
2. Garments	1.22 Kgs/pc	။
3. Petti Coat	0.67 Kgs/pc	။
4. Veil	0.80 Kgs/pc	။
5. Garments Accessories	0.80 Kgs/pc	။

ချုပ်ထည်	အဆိုပြုထုတ်လုပ်မှု အရေအတွက်	လိုအပ်မည့်ကုန်ကြမ်း အရေအတွက်(Kg)
1. Bridal Dress	36000 Pcs	111600 Kg
2. Garments	3000 Dz	43920 Kg
3. Petti Coat	3000 Dz	24120 Kg
4. Veil	3000 Dz	28800 Kg
5. Garments Accessories	3000 Dz	28800 Kg

ပစ္စည်းအားလုံး ထုတ်လုပ်မည်ဆိုပါက ကုန်ကြမ်း (Kg) ၂၃၇၂၄၀ ကုန်ကျမည်ဖြစ်၍ အဆိုပြုချက်ပါ ကုန်ကြမ်းတွင် ၂၃၆၀၀၀ Kg ဖော်ပြထား၍ ၁၂၄၀ Kg လျော့နည်းနေကြောင်း တွေ့ရှိရပါသည်။

- (ခ) C.M.P လက်ခနှုန်းထားများ တင်ပြမှုဆီလျော်မှုရှိ/မရှိ၊ အဆိုပြုချက်ပါ C.M.P လက်ခနှုန်းထားများသည် လက်ရှိရရှိသည့် လက်ခနှုန်းထားနှင့် သင့်တင့်မှုရှိကြောင်း တွေ့ရှိရပါသည် -

ချုပ်ထည်	အဆိုပြုချက်ပါ CMP လက်ခနှုန်းထား	အထည်ချုပ်အသင်း၏ လက်ရှိ CMP လက်ခနှုန်းထား
1. Bridal Dress	30 US\$ Kg	30-40 US\$ Kg
2. Garments	36 US\$ Kg	36 US\$ Kg
3. Petti Coat	18 US\$ Kg	18-20 US\$ Kg
4. Veil	18 US\$ Kg	18-20 US\$ Kg
5. Garments Accessories	3.6 US\$ Kg	3 US\$ Kg

- (ဂ) နှစ်စဉ်ထုတ်လုပ်မှုစက်အင်အား၊ လူအင်အားအမျိုးအစားညီမျှမှုရှိ/မရှိ၊ အဆိုပြုချက်ပါ Bridal Dress, Garments, Petti Coat, Veil, Garments Accessories များထုတ်လုပ်ရန် စက်အရေအတွက် Single Needle (၃၅၀)လုံး၊ Skilled Worker (၂၅၀)ဦး၊ Semi Skilled Worker (၃၃၀)ဦး၊ UnSkilled Worker (၁၆၀)ဦး၊ Qc (၁၅)ဦး၊ Designer (၆)ဦး အသုံးပြု ထုတ်လုပ်ရန် လျာထားကြောင်း တွေ့ရှိရပါသည် -

ချုပ်ထည်	တစ်ရက် ထုတ်လုပ်နိုင်မှု	တစ်နှစ်ထုတ်လုပ်မှု (၃၁၀)ရက်
1. Bridal Dress	၁၂၀/၁၀	၃၇၂၀၀ Pcs
2. Garments	၁၂၀/၁၀	၃၁၀၀ ဒါဇင်
3. Petti Coat	၁၂၀/၁၀	၃၁၀၀ ဒါဇင်
4. Veil	၁၂၀/၁၀	၃၁၀၀ ဒါဇင်
5. Garments Accessories	၁၂၀/၁၀	၃၁၀၀ ဒါဇင်

အဆိုပြုချက်ပါ စက်အင်အား၊ လူအင်အားဖြင့် အောက်ပါအတိုင်း ထုတ်လုပ်နိုင်မည် ဖြစ်ပါသည် -

ထုတ်လုပ်မည့်အမျိုးအမည်	အဆိုပြုချက်ပါ ထုတ်လုပ်ရန် ပမာဏ	တစ်နှစ်ထုတ်လုပ်နိုင်မှု ပမာဏ
1. Bridal Dress	36000 Pcs	37200-37500 Pcs
2. Garments	3000 Dz	3100-3100 Dzs
3. Petti Coat	3000 Dz	3100-3100 Dzs

4. Veil	3000 Dz	3100-3100 Dzs
5. Garments Accessories	3000 Dz	3100-3100 Dzs

ပစ္စည်း(၅)မျိုးလုံးအား အဆိုပြုချက်ပါ ထုတ်လုပ်မှုအရေအတွက်အတိုင်း ထုတ်လုပ် နိုင်ရန်အတွက် စက်အင်အား၊ လူအင်အား အချိုးအစား ညီညွတ်မှုရှိပါသည်။

၃။ Linda Fashion (Myanmar) Co., Ltd အနေဖြင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုချက်ရရှိပါက အလုပ်အကိုင်အခွင့်အလမ်းများ ပိုမိုရရှိစေပြီး ဆင်းရဲနွမ်းပါးမှုလျော့ချရေးကို အထောက်အကူပြုနိုင် မည်ဖြစ်၍ CMP စနစ်ဖြင့် အထည်ချုပ်လုပ်ခြင်းနှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်း လုပ်ကိုင်ခွင့်ကို အားပေးဆောင်ရွက် သင့်ပါကြောင်း သဘောထားမှတ်ချက် တင်ပြအပ်ပါ သည်။



ဥက္ကဋ္ဌ(ကိုယ်စား)

(မောင်မောင်ကျော်၊ ရုံးအဖွဲ့မှူး)

(အလုပ်သမား၊ အလုပ်အကိုင်နှင့်လူမှုဖူလုံရေးဝန်ကြီးဌာန)

မိတ္တူကို

- အလုပ်သမားညွှန်ကြားရေးဦးစီးဌာန
(CMP လုပ်ငန်းများ စစ်ဆေးရေးဆပ်ကော်မတီ)
- အလုပ်ရုံနှင့်အလုပ်သမားဥပဒေစစ်ဆေးရေးဦးစီးဌာန
(CMP လုပ်ငန်းများ မြေပြင်ကွင်းဆင်းစစ်ဆေးရေးအဖွဲ့)
- Linda Fashion (Myanmar) Co., Ltd
- ရုံးလက်ခံ
- မျောစာတွဲ

လျှို့ဝှက်

ကြေးနန်းလိပ်စာ - "စိစစ်တိုး"
တယ်လီဖုန်းအမှတ် - ၄၀၆၀၆၅
- ၄၀၆၀၆၆
- ၄၀၆၀၆၇
- ၄၀၆၀၆၈
- ၄၀၆၀၆၉
- ၄၀၆၀၇၀
- ၄၀၆၀၇၁

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
စီမံကိန်းစိစစ်ရေးနှင့်တိုးတက်မှုအစီရင်ခံရေးဦးစီးဌာန
ရုံးအမှတ် ၃၂၊ နေပြည်တော်

စာအမှတ်၊ စစတ-ဦး / ၇၂၁ (၆၂ / ၂၀၁၃)
ရက်စွဲ၊ ၂၀၁၃ ခုနှစ် ဇန်နဝါရီလ ၈ ရက်

အမှာစာ

အကြောင်းအရာ။

Linda Fashion (Myanmar) Co., Ltd. ဖွဲ့စည်း၍ CMP စနစ်ဖြင့်
အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်
အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စ

ရည်ညွှန်းချက်။

- (၁) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ ရင်းနှီးမြှုပ်နှံမှုသတင်းအချက်
အလက်စုဆောင်းရှာဖွေမြှင့်တင်ရေးအဖွဲ့၏ ၁၀-၁၀-၂၀၁၂ ရက်စွဲပါ
စာအမှတ်၊ ရက-၆ (ခ) / န-၇၂၉ / ၂၀၁၂ (၁၁၇၂၄)
- (၂) စီမံကိန်းစိစစ်ရေးနှင့် တိုးတက်မှုအစီရင်ခံရေးဦးစီးဌာန၏
၁၆-၁၀-၂၀၁၂ ရက်စွဲပါစာအမှတ်၊ စစတ-ဦး / ၇၂၁ (၅၆၅၀/၂၀၁၂)
- (၃) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ ရင်းနှီးမြှုပ်နှံမှု သတင်းအချက်
အလက်စုဆောင်းရှာဖွေမြှင့်တင်ရေးအဖွဲ့၏ ၃၁-၁၂-၂၀၁၂ ရက်စွဲပါ
စာအမှတ်၊ ရက-၆ (ခ) / န-၇၂၉ / ၂၀၁၂ (၁၃၀၅၃)

၁။ အထက်အကြောင်းအရာပါ ကိစ္စနှင့်စပ်လျဉ်း၍ တရုတ်နိုင်ငံမှ Sun-Flower ` Lace
(H.K) Co., Ltd. မှ ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Linda Fashion (Myanmar)
Co., Ltd. တည်ထောင်ပြီး ရန်ကုန်တိုင်းဒေသကြီး၊ နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ
မြေကွက်အမှတ် - C3 (ဧရိယာ - ၆.၁၅ ဧက) အား ငှားရမ်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်နှင့်
ဇာထိုး ပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းအပေါ် စိစစ်တွေ့ရှိ
ချက်များ ပြန်ကြားပေးပါရန် ရည်ညွှန်း(၁)ပါစာဖြင့် တောင်းခံခဲ့ရာ စီမံကိန်းစိစစ်ရေးနှင့်တိုးတက်
မှုအစီရင်ခံရေးဦးစီးဌာနမှ ရည်ညွှန်း(၂)ပါစာဖြင့် ပြန်ကြားခဲ့ပြီးဖြစ်ပါသည်။

လျှို့ဝှက်

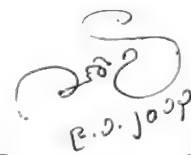
၂

၂။ သို့ရာတွင် CMP လုပ်ငန်းများ ကြီးကြပ်ရေးကော်မတီမှ CMP လက်ခန့်နှုန်းထားများတွင် Bridal Dress တွင် နည်းနေပြီး အခြားနှုန်းထားများမှာ ဆီလျော်မှုရှိကြောင်း သဘောထားမှတ်ချက်ပြုလာပါ၍ ကုမ္ပဏီမှ CMP လက်ခန့်နှုန်းထားများ တိုးမြှင့် ပြင်ဆင်တွက်ချက်၍ ပေးပို့လာမှုအပေါ် ရည်ညွှန်း(၃)ပါစာဖြင့် စီးပွားရေး တွက်ချက်မှုဆိုင်ရာကိစ္စရပ်များအား စိစစ်ပြီး တွေ့ရှိချက်များအား ပြန်ကြားပေးပါရန် ပြန်လည်ပေးပို့ အကြောင်းကြားလာပါသည်။

၃။ တင်ပြလာသည့် ရင်းနှီးမြှုပ်နှံမှု အဆိုပြုလွှာပါ ငွေသားစီးဆင်းမှု စာရင်းများကို အခြေခံ၍ စိစစ် တွက်ချက်ရာ အောက်ပါအတိုင်း တွေ့ရှိရပါကြောင်း ပြန်ကြားအပ်ပါသည်-

(က) ငွေသားစီးဆင်းမှုစာရင်း (Cash Flow) မှ အချက်အလက်များဖြင့် တွက်ချက်ရာ ရင်းနှီးမြှုပ်နှံမှုအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း IRR မှာ ၂၂.၅၁ % ရရှိသဖြင့် ကုမ္ပဏီမှ တွက်ချက် တင်ပြထားသည်နှင့် တူညီမှုရှိပြီး ယခင် IRR နှုန်းထက် ၀.၀၆% သာလျော့နည်းသည်ကို တွေ့ရှိရပါကြောင်းနှင့် စီးပွားရေးအရ တွက်ခြေကိုက်မှုရှိသည်ကို တွေ့ရှိရပါကြောင်း၊

(ခ) တွက်ချက်ရရှိသော အရင်းကြေကာလမှာ ၅ နှစ် နှင့် ၆လ ဖြစ်ပြီး အဆိုပြုလွှာပါ အရင်းကြေကာလနှင့် တူညီမှုရှိသည်ကို တွေ့ရှိရပါကြောင်း၊



ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(ခင်နွဲ့ရီ၊ ဒုတိယညွှန်ကြားရေးမှူး)

✓ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

မိတ္ထူကို

ပြည်ထောင်စုဝန်ကြီးရုံး၊ အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

လျှို့ဝှက်

ကြေးနန်းလိပ်စာ - "စိစစ်တိုး"

တယ်လီဖုန်းအမှတ် - ၄၀၆၀၆၅

- ၄၀၆၀၆၆

- ၄၀၆၀၆၇

- ၄၀၆၀၆၈

- ၄၀၆၀၆၉

- ၄၀၆၀၇၀

- ၄၀၆၀၇၁

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
စီမံကိန်းစိစစ်ရေးနှင့်တိုးတက်မှုအစီရင်ခံရေးဦးစီးဌာန
ရုံးအမှတ် ၃၂၊ နေပြည်တော်

စာအမှတ်၊ စစတ- ဦး / ၇၂၁ (၆၂ / ၂၀၁၃)

ရက်စွဲ၊ ၂၀၁၃ ခုနှစ် ဇန်နဝါရီလ ၈ ရက်

အမှာစာ

အကြောင်းအရာ။

Linda Fashion (Myanmar) Co.,Ltd. ဖွဲ့စည်း၍ CMP စနစ်ဖြင့်
အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန်
အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စ

ရည်ညွှန်းချက်။

(၁) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ ရင်းနှီးမြှုပ်နှံမှုသတင်းအချက်
အလက်စုဆောင်းရှာဖွေမြှင့်တင်ရေးအဖွဲ့၏ ၁၀-၁၀-၂၀၁၂ ရက်စွဲပါ
စာအမှတ်၊ ရက-၆ (ခ) /န- ၇၂၉ /၂၀၁၂ (၁၁၇၂၄)

(၂) စီမံကိန်းစိစစ်ရေးနှင့် တိုးတက်မှုအစီရင်ခံရေးဦးစီးဌာန၏
၁၆-၁၀-၂၀၁၂ ရက်စွဲပါစာအမှတ်၊ စစတ-ဦး / ၇၂၁ (၅၆၅၀/၂၀၁၂)

(၃) မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ ရင်းနှီးမြှုပ်နှံမှု သတင်းအချက်
အလက်စုဆောင်းရှာဖွေမြှင့်တင်ရေးအဖွဲ့၏ ၃၁-၁၂-၂၀၁၂ ရက်စွဲပါ
စာအမှတ်၊ ရက-၆ (ခ) / န-၇၂၉ /၂၀၁၂ (၁၃၀၅၃)

၁။ အထက်အကြောင်းအရာပါ ကိစ္စနှင့်စပ်လျဉ်း၍ တရုတ်နိုင်ငံမှ Sun-Flower Lace
(H.K)Co.,Ltd. မှ ရှာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Linda Fashion (Myanmar)
Co.,Ltd. တည်ထောင်ပြီး ရန်ကုန်တိုင်းဒေသကြီး၊ နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ
မြေကွက်အမှတ် - C3 (ဧရိယာ - ၆.၁၅ ဧက)အား ငှားရမ်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်နှင့်
ဇာထိုး ပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းအပေါ် စိစစ်တွေ့ရှိ
ချက်များ ပြန်ကြားပေးပါရန် ရည်ညွှန်း(၁)ပါစာဖြင့် တောင်းခံခဲ့ရာ စီမံကိန်းစိစစ်ရေးနှင့်တိုးတက်
မှုအစီရင်ခံရေးဦးစီးဌာနမှ ရည်ညွှန်း(၂)ပါစာဖြင့် ပြန်ကြားခဲ့ပြီးဖြစ်ပါသည်။

လျှို့ဝှက်

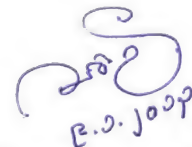
J

၂။ သို့ရာတွင် CMP လုပ်ငန်းများ ကြီးကြပ်ရေးကော်မတီမှ CMP လက်ခန့်ထားမှုများတွင် Bridal Dress တွင် နည်းနေပြီး အခြားနှုန်းထားများမှာ ဆီလျော်မှုရှိကြောင်း သဘောထားမှတ်ချက်ပြုလာပါ၍ ကုမ္ပဏီမှ CMP လက်ခန့်ထားမှုများ တိုးမြှင့် ပြင်ဆင်တွက်ချက်၍ ပေးပို့လာမှုအပေါ် ရည်ညွှန်း(၃)ပါစာဖြင့် စီးပွားရေး တွက်ချက်မှုဆိုင်ရာကိစ္စရပ်များအား စိစစ်ပြီး တွေ့ရှိချက်များအား ပြန်ကြားပေးပါရန် ပြန်လည်ပေးပို့ အကြောင်းကြားလာပါသည်။

၃။ တင်ပြလာသည့် ရင်းနှီးမြှုပ်နှံမှု အဆိုပြုလွှာပါ ငွေသားစီးဆင်းမှု စာရင်းများကို အခြေခံ၍ စိစစ် တွက်ချက်ရာ အောက်ပါအတိုင်း တွေ့ရှိရပါကြောင်း ပြန်ကြားအပ်ပါသည်-

(က) ငွေသားစီးဆင်းမှုစာရင်း (Cash Flow) မှ အချက်အလက်များဖြင့် တွက်ချက်ရာ ရင်းနှီးမြှုပ်နှံမှုအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း IRR မှာ ၂၂.၅၁ % ရရှိသဖြင့် ကုမ္ပဏီမှ တွက်ချက် တင်ပြထားသည်နှင့် တူညီမှုရှိပြီး ယခင် IRR နှုန်းထက် ၀.၀၆% သာလျော့နည်းသည်ကို တွေ့ရှိရပါကြောင်းနှင့် စီးပွားရေးအရ တွက်ခြေကိုက်မှုရှိသည်ကို တွေ့ရှိရပါကြောင်း၊

(ခ) တွက်ချက်ရရှိသော အရင်းကြေကာလမှာ ၅ နှစ် နှင့် ၆လ ဖြစ်ပြီး အဆိုပြုလွှာပါ အရင်းကြေကာလနှင့် တူညီမှုရှိသည်ကို တွေ့ရှိရပါကြောင်း၊



ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(ခင်နွဲ့ရီ၊ဒုတိယညွှန်ကြားရေးမှူး)

✓ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

မိတ္ထူကို

ပြည်ထောင်စုဝန်ကြီးရုံး၊ အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကြေးနန်းလိပ်စာ - "စိစစ်တိုး"

တယ်လီဖုန်းအမှတ် - ၄၀၆၀၆၅
 - ၄၀၆၀၆၆
 - ၄၀၆၀၆၇
 - ၄၀၆၀၆၈
 - ၄၀၆၀၆၉
 - ၄၀၆၀၇၀
 - ၄၀၆၀၇၁

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
 အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
 စီမံကိန်းစိစစ်ရေးနှင့်တိုးတက်မှုအစီရင်ခံရေးဦးစီးဌာန
 ရုံးအမှတ်၃၂ ၊ နေပြည်တော်။

စာအမှတ်၊ စစတ-ဦး / ၇၂၁(၅၆၅၀/၂၀၁၂) ။
 ရက်စွဲ၊ ၂၀၁၂ခုနှစ်၊အောက်တိုဘာလ(၁၆) ရက်။

အမှာစာ

M-1759
 17.10.12

အကြောင်းအရာ။ ။ Linda Fashion (Myanmar) Co.,Ltd. ဖွဲ့စည်း၍ CMP စနစ်ဖြင့်
 အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြု
 တင်ပြလာခြင်းကိစ္စ။

ရည်ညွှန်းချက်။ ။ မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ ရင်းနှီးမြှုပ်နှံမှု သတင်းအချက်အလက်
 စုဆောင်း ရှာဖွေမြှင့်တင်ရေးအဖွဲ့၏ (၁၀ - ၁၀ - ၂၀၁၂) ရက်စွဲပါ စာအမှတ်၊
 ရက-၆(ခ)/န - ၇၂၉/ ၂၀၁၂(၁၁၇၂၄)။

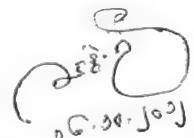
၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ Linda Fashion (Myanmar) Co.,Ltd. ဖွဲ့စည်း၍
 CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြု တင်ပြလာ
 ခြင်း ကိစ္စအပေါ် စီးပွားရေး တွက်ချက်မှုဆိုင်ရာ ကိစ္စရပ်များအား စိစစ်ပြီး တွေ့ရှိချက်များ ပြန်ကြားပေးပါရန်
 ရည်ညွှန်းပါစာဖြင့် အကြောင်းကြားလာပါသည်။

၂။ အဆိုပြုလွှာပါ ငွေသားစီးဆင်းမှု စာရင်းများကို အခြေခံ၍ စိစစ်တွက်ချက်ရာ အောက်ပါအတိုင်း
 တွေ့ရှိရပါကြောင်း ပြန်ကြားအပ်ပါသည် -

- (က) ငွေသားစီးဆင်းမှုစာရင်း (Cash Flow) မှ အချက်အလက်များဖြင့် တွက်ချက်ရာ
 ရင်းနှီးမြှုပ်နှံမှု အပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း (IRR) မှာ ၂၂.၅၇ % ရရှိပြီး ကုမ္ပဏီမှ
 တွက်ချက် တင်ပြသည်နှင့် ကိုက်ညီမှု ရှိပါကြောင်းနှင့် စီးပွားရေးအရ တွက်ခြေကိုက်မှု
 ရှိသည်ကို တွေ့ရှိရပါကြောင်း၊
- (ခ) တွက်ချက်ရရှိသော အရင်းကြေကာလမှာ ၅ နှစ် နှင့် ၆လ ဖြစ်ပြီး အဆိုပြုလွှာပါ အရင်းကြေ
 ကာလနှင့် ကိုက်ညီမှုရှိသည်ကို တွေ့ရှိရပါကြောင်း၊
- (ဂ) အဆိုပါ ရင်းနှီးမြှုပ်နှံမှု အဆိုပြုချက်တွင် တရုတ်နိုင်ငံ Sun-Flower Lace (H.K)
 Co.,Ltd. မှ ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Linda Fashion (Myanmar)
 Co.,Ltd. တည်ထောင်ပြီး ရန်ကုန်တိုင်းဒေသကြီး၊ နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်ရှိ

မြေကွက် အမှတ်- C3 (ဧရိယာ - ၆.၁၅ ဧက) အားငှားရမ်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုး ပန်းထိုးခြင်းလုပ်ငန်းကိုဆောင်ရွက်မည်ဖြစ်ကြောင်း၊ စုစုပေါင်း ရင်းနှီးမြှုပ်နှံမှု အမေရိကန် ဒေါ်လာ (၂.၆၀) သန်းဖြင့် အကောင်အထည်ဖော် ဆောင်ရွက် မည်ဖြစ်ကြောင်း၊ အဆိုပါ ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းသည် ရင်းနှီးမြှုပ်နှံမှုကာလ(၃၆)နှစ်ဖြင့် စတင်လုပ်ကိုင်မည့် လုပ်ငန်း ဖြစ်ကြောင်းနှင့် ပြည်ပသို့ ၉၉% တင်ပို့ရောင်းချသွားမည်ဖြစ်၍ ကျန်ရှိသည့် ၁% အား ပြည်တွင်းဈေးကွက်သို့ ရောင်းချသွားမည်ဖြစ်ကြောင်း၊

- (ဃ) လူမှုရေးအကျိုးသက်ရောက်မှုများ အတွက် နိုင်ငံအတွင်း အလုပ်အကိုင်အခွင့်အလမ်းများ အနေဖြင့် မြန်မာနိုင်ငံသားဝန်ထမ်း (၇၈၇) ဦးခန့် အလုပ်အကိုင် ရရှိနိုင်ပြီး အလုပ်အကိုင် အခွင့်အလမ်းများ တိုးတက်ရရှိလာနိုင်ခြင်း၊ ဝန်ထမ်းများ၏ သက်သာချောင်ချိရေး အစီအစဉ်များနှင့် ကျန်းမာရေးစောင့်ရှောက်မှု အစီအစဉ်များ ဆောင်ရွက်ထားသည်ကို တွေ့ရှိရ ပါကြောင်းနှင့် မြန်မာနိုင်ငံ အထည်ချုပ် လုပ်ငန်းရှင်များ အသင်းအဖွဲ့တွင်လည်း ပူးပေါင်း ပါဝင် ဆောင်ရွက်သင့်ပါကြောင်း၊
- (င) ပတ်ဝန်းကျင်အပေါ်အကျိုးသက်ရောက်မှု အနေဖြင့် Linda Fashion (Myanmar) Co.,Ltd. သည် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာနမှ ချမှတ်ထား သောစည်းမျဉ်းစည်းကမ်းများကို လိုက်နာမည်ဖြစ်ကြောင်း၊ပတ်ဝန်းကျင်ဆိုင်ရာ ထိန်းသိမ်း ရေး စနစ်များကို စံနှုန်းနှင့်အညီ ဆောင်ရွက်သွားမည်ဟု ဖော်ပြထားပါကြောင်းနှင့် မီးဘေး ကြိုတင်ကာကွယ်ရေးအတွက် လိုအပ်သည့်အစီအမံများကိုလည်း ဆောင်ရွက် ထား ရှိရန် လိုအပ်ပါကြောင်း၊
- (စ) အဆိုပါ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံခြားဝင်ငွေ တိုးမြှင့်ရရှိလာနိုင်ခြင်း၊ နိုင်ငံသားများ၏ အလုပ်အကိုင် အခွင့်အလမ်း တိုးတက်မှုမှ တစ်ဆင့် စီးပွားရေး ဖွံ့ဖြိုး တိုးတက် နိုင်စေခြင်း၊ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုများ ပိုမိုတိုးတက်လာစေနိုင်ခြင်းတို့ကို သုံးသပ် တွေ့ရှိရပါကြောင်းနှင့် CMP လုပ်ငန်းများ ကြီးကြပ်ရေးကော်မတီမှလည်း ကြီးကြပ်ကွပ်ကဲ ရန် လိုအပ်ပါကြောင်း။



ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(ခင်နွဲ့ရီ၊ ဒုတိယညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၊

မိတ္ထူကို- ဝန်ကြီးရုံး၊ အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန။



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ဆောက်လုပ်ရေးဝန်ကြီးဌာန
ဝန်ကြီးရုံး
နေပြည်တော်



စာအမှတ်၊ ၂၆ / ခွဲ - ၃ / ၂၀၁၂ (စီ ၈၄၁၅)
ရက်၊ ၈၊ ၂၀၁၂ ခုနှစ် စက်တင်ဘာလ ၂၈ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Linda Fashion (Myanmar) Co.,Ltd ဖွဲ့စည်း၍ CMP စနစ်ဖြင့် အထည်ချုပ်
နှင့် ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုတင်ပြခြင်းကိစ္စ

ရည်ညွှန်းချက်။ (၁) Linda Fashion (Myanmar) Company Limited ၏ ၂၀၁၂ ခုနှစ်
စက်တင်ဘာလ (၇) ရက်နေ့စွဲပါ တင်ပြစာ
(၂) ပြည်ထောင်စုရွှေ့နေချုပ်ရုံး၏ ၂၀၁၂ ခုနှစ် ဖေဖော်ဝါရီလ(၁၇)ရက်နေ့စွဲပါ
စာအမှတ်၊ ၂(၅)၃-၆/နပတ(၇၉)

၁။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန ၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနမှ ဖက်စပ်စနစ်ဖြင့်
ဖော်ထုတ်ထားသော ရန်ကုန်တိုင်းဒေသကြီး၊ နိုင်ငံတကာအဆင့်မီမင်္ဂလာဒုံစက်မှုဇုန်ရှိ မြေကွက်အမှတ်-
C-3 (ဧရိယာ - ၆.၁၅ ဧက) အား ငှားရမ်း၍ တရုတ်နိုင်ငံ၊ Sun-Flower Lace (H.K) Co.,Ltd ၏
ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် “Linda Fashion (Myanmar) Co.,Ltd ”
အမည်ဖြင့် ဖွဲ့စည်းတည်ထောင်ကာ CMP စနစ်ဖြင့် အထည်ချုပ်နှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်း
ဆောင်ရွက်ခွင့်ပြုပါရန် လုပ်ငန်းအဆိုပြုချက်ကို ရည်ညွှန်း(၁)ပါစာဖြင့် တင်ပြလာပါသည်။

၂။ အဆိုပါ မြေကွက်များအားအောက်ပါအချက်အလက်များအရ ငှားရမ်းရန်ပဏာမသဘောတူ
ညှိနှိုင်းထားပါသည် -

(က) မြေကွက်အမှတ် - C - 3 (ဧရိယာ - ၆.၁၅ ဧက) (၂၄၈၇၂.၀၀ စတုရန်းမီတာ)အား
ဖက်စပ်ကုမ္ပဏီ“Mingaladon Industrial Park Co.,Ltd” မှ “ Linda Fashion
(Myanmar) Co.,Ltd ” သို့ ငှားရမ်းရန်၊

(ခ) ယင်းမြေကွက်ပေါ်တွင် “ Linda Fashion (Myanmar) Co.,Ltd ” မှ US\$ 2.6
million ရင်းနှီးမြှုပ်နှံ၍ CMP စနစ်ဖြင့် အထည်ချုပ် နှင့် ဇာထိုးပန်းထိုးခြင်း လုပ်ငန်း
ဆောင်ရွက်ရန်၊


(ဂ) မြေငှားသက်တမ်းကို မင်္ဂလာဒုံစက်မှုဇုန် မြေငှားသက်တမ်းအတိုင်း(၇.၂.၂၀၄၈)အထိ
(၃၆)နှစ် ငှားရမ်းရန် ၊

- (ဃ) မြေငှားသက်တမ်း တစ်ခုလုံးအတွက် မြေငှားရမ်းခ (Land Use Premium) ကို US\$ 38/sqm နှုန်းသတ်မှတ်ရန်နှင့်ကျသင့်ငွေ US\$ 945,136.00 အား ဖက်စပ်ကုမ္ပဏီ သို့ ပေးချေရန်၊
- (င) နှစ်စဉ်ငှားရမ်းခ (Annual Land Rent) ကို US\$ 0.30/sqm/yr နှုန်းသတ်မှတ်ရန် နှင့် နှစ်စဉ် ကျသင့်ငွေ US\$ 7461.60 ကို မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန သို့ ပေးချေရန်၊
- (စ) အဆိုပါ မြေငှားရမ်းမှု နှင့် လုပ်ငန်းဆောင်ရွက်ခွင့် အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်၏ ခွင့်ပြုချက်ရယူရန်၊

၃။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုမိန့်ရရှိပြီးပါက ဖက်စပ်ကုမ္ပဏီနှင့် Linda Fashion (Myanmar) Co.,Ltd တို့ ချုပ်ဆိုမည့် Sub-Lease Agreement (မူကြမ်း) ကို ပြည်ထောင်စုရှေ့နေချုပ်ရုံးမှ ရည်ညွှန်း (၂)ပါစာဖြင့် စိစစ်ပြန်ကြားပြီး ဖြစ်ပါသဖြင့် ပြည်ထောင်စု ရှေ့နေချုပ်ရုံး၏ အကြံပြုချက်နှင့်အညီ လိုအပ်သလို ပြင်ဆင်ပြီးဖြစ်ပါသည်။

၄။ သို့ပါ၍ Linda Fashion (Myanmar) Co.,Ltd မှ နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံ စက်မှုဇုန်ရှိ မြေကွက်အမှတ် - C-3 အား ငှားရမ်း၍ ရာနှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် CMP စနစ်ဖြင့် အထည်ချုပ် နှင့် ဇာထိုးပန်းထိုးခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် လုပ်ငန်း အဆိုပြုချက် တင်ပြလာခြင်းအား သိရှိခွင့်ပြုနိုင်ပါရန် တင်ပြအပ်ပါသည်။

- ပူးတွဲပါ - ရည်ညွှန်း (မိတ္တူ) များ
- လုပ်ငန်းအဆိုပြုချက် (၁) စုံ


ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
စိုးတင့် ၊ ဒုတိယဝန်ကြီး

မိတ္တူကို

- ညွှန်ကြားရေးမှူးချုပ် ၊ မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ။

易花邊(香港)有限公司

九龍青山道682號潮流工業中心11/F 1111室
電話: 852-27420323
傳真: 852-27427821
電子郵件: wedtex@ms2.hinet.net



SUN-FLOWER LACE (H.K.) CO., LTD.

Unit 1111, 11/F Trendy Centre, 682 Castle Peak Road,
Kowloon, Hong Kong.
Tel: 852-27420323
Fax: 852-27427821

September 7, 2012

Director General

Department of Human Settlement and Housing Development,
Building (11), Nay Pyi Taw.

Subject: Request to assist in obtaining Investment Permit from the Myanmar Investment Commission for carrying out manufacturing and marketing of garments, garment's accessories, lace and fabric under CMP basis in the Republic of the Union of Myanmar

Dear Sir,

We, **SUN-FLOWER LACE (HK) CO. LIMITED** have the honor to submit the proposal to set up 100% foreign company to be named **Linda Fashion (Myanmar) Co., LTD** in accordance with the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act in order to carry out the business of manufacturing and marketing of garments, garment's accessories, lace and fabric under CMP basis at Plot No. C_3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region.

With our confidence that our investment in the Republic of the Union of Myanmar will benefit the people of Myanmar and the nation, we submit the following supporting documents along with a proposal.

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar.
2. Provisional Allotment, Draft of Sub-Lease Agreement and Physical Delivery Receipt for Plot No. C-3 of Mingaladon Industrial Park;
3. References of Business and Financial Standing;
4. Drafts of Memorandum of Association and Article of Association.

We would like to request you to kindly assist us in obtaining the Investment Permit from MIC, by forwarding application with your forwarding letter.

Thank you for your kind assistance and co-operation.

Yours truly,

Mr. Wang Genquan

Promoter of the Proposal

၀.၄၀၂
၂၀.၅.၂၂

လွှဲပြောင်း

Page

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

နေပြည်တော်

စာအမှတ်၊၂ (၅) ၃ - ၆ /နပတ (၇၉)

ရက်စွဲ၊ ၂၀၁၂ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၁၇ ရက်

အကြောင်းအရာ။ Sub - Lease Agreement (မူကြမ်း)အား စိစစ်ပေးရန်ကိစ္စ

ရည်ညွှန်းချက်။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန ၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏
၁-၂-၂၀၁၂ ရက်စွဲပါစာအမှတ်၊ မအ/နဆစ/ MIPCL /၂၀၁၂(၀၈၉)

၁။ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနမှ ဖက်စပ်စနစ်ဖြင့် ဖော်ထုတ်ဆောင်ရွက်နေ
သောနိုင်ငံ တကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်အတွင်း မြေကွက်အမှတ် C-3 အား ဖက်စပ်ကုမ္ပဏီ
ဖြစ်သော Mingaladon Industrial Park Co.,Ltd က တရုတ်နိုင်ငံ Sun-Flower Lace (H.K)
Co., Ltd သို့ ငှားရမ်းရန်အတွက်ချုပ်ဆိုမည့် Sub-Lease Agreement (မူကြမ်း)အား စိစစ်ပေးပါ
ရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်ပါစာဖြင့် ပူးတွဲပေးပို့လာသော Sub-Lease Agreement (မူကြမ်း) ကို
ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်၍ အောက်ပါအတိုင်းသုံးသပ်အကြံပြုအပ်ပါသည်-

(က) စာချုပ်(မူကြမ်း)တွင် ကွက်လပ်များပါရှိနေသဖြင့် စာချုပ်ချုပ်ဆိုချိန်တွင်
ပြည့်စုံစွာဖြည့်စွက်ထားပြီးဖြစ်ရန် လိုအပ်ပါသည်။

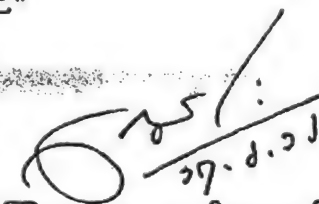
(ခ) တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် သို့မဟုတ်
သက်သာခွင့်မရရှိသေးလျှင်တံဆိပ်ခေါင်းအက်ဥပဒေအရကျသင့်သော တံဆိပ်
ခေါင်းခန်ကို မြေအငှားချထားခြင်းခံသူက ထမ်းဆောင်ရမည်ဖြစ်ပါသည်။

(ဂ) လိုအပ်သောနေရာများတွင် မင်နီဖြင့် ဖြည့်စွက်ပြင်ဆင်ပေးလိုက်ပါသည်။

၃။ ဤစာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်း အရသာ ဥပဒေအကြဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက် ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ် များနှင့် စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြု ပါသည်။

၄။ Sun-Flower Lace (H.K) Co., Ltd သည် သက်ဆိုင်ရာနိုင်ငံ၏ ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသောကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင် နိုင်စွမ်းရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ထားခြင်းခံသူဟုတ် မဟုတ် စသည် တို့အတွက် သက်ဆိုင်ရာစာရွက်စာတမ်းများ တောင်းယူစိစစ်သင့်ပါသည်။

၅။ ဤစာချုပ်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ(၃)စောင် ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။


ညွှန်ကြားရေးမှူးချုပ်(တာဝန်)(ကိုယ်စား)
(ကျော်ဆန်း၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန
ဆောက်လုပ်ရေးဝန်ကြီးဌာန

M.15.24
5/10
၃၃

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း

နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံလိုသူ၏

ဆောင်ရွက်ရန် အဆိုပြုချက်

"လင်းဒါဖက်ရှင်(မြန်မာ) ကုမ္ပဏီလီမိတက်"

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

**PROPOSAL OF THE INVESTOR
FOR MAKING FOREIGN INVESTMENT
IN THE REPUBLIC OF THE UNION OF MYANMAR**

**"LINDA FASHION (MYANMAR) COMPANY
LIMITED"**

太陽花邊(香港)有限公司

香港九龍青山道682號潮流工貿中心11/F 1111室

電話 : 852- 27420323

傳真 : 852- 27427821

電子郵件 : wedtex@ms2.hinet.net



SUN-FLORER LACE (H.K.) CO., LTD.

Unit 1111, 11/F Trendy Centre, 682 Castle Peak Road,

Kowloon, Hong Kong.

Tel : 852-27420323

Fax : 852-27427821

September , 2012

Director General

Department of Human Settlement and Housing Development,

Building (11), Nay Pyi Taw.

Subject: Request to assist in obtaining Investment Permit from the Myanmar Investment Commission for carrying out manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis in the Republic of the Union of Myanmar

Dear Sir,

We, SUN-FLORER LACE (HK) CO. LIMITED have the honor to submit the proposal to set up 100% foreign company to be named **Linda Fashion (Myanmar) Co., LTD** in accordance with the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act in order to carry out the business of manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis at Plot No. C_3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region.

With our confidence that our investment in the Republic of the Union of Myanmar will benefit the people of Myanmar and the nation, we submit the following supporting documents along with a proposal.

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar.
2. Provisional Allotment, Draft of Sub-Lease Agreement and Physical Delivery Receipt for Plot No. C-3 of Mingaladon Industrial Park;
3. References of Business and Financial Standing;
4. Drafts of Memorandum of Association and Article of Association.

We would like to request you to kindly assist us in obtaining the Investment Permit from MIC, by forwarding application with your forwarding letter.

Thank you for your kind assistance and co-operation.

Yours truly,

Mr. Wang Genquan

Promoter of the Proposal

太陽花邊(香港)有限公司

香港九龍青山道682號潮流工貿中心11/F 1111室

電話 : 852-27420323

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September , 2012

Director General

Department of Human Settlement and Housing Development,
Building (11), Nay Pyi Taw.

Subject: Request to assist in obtaining Investment Permit from the Myanmar Investment Commission for carrying out manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis in the Republic of the Union of Myanmar

Dear Sir,

We, SUN-FLOWER LACE (HK) CO. LIMITED have the honor to submit the proposal to set up 100% foreign company to be named **Linda Fashion (Myanmar) Co., LTD** in accordance with the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act in order to carry out the business of manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis at Plot No. C_3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region.

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2. Provisional Allotment, Draft of Sub-Lease Agreement and Physical Delivery Receipt for Plot No. C-3 of Mingaladon Industrial Park;
3. References of Business and Financial Standing;
4. Drafts of Memorandum of Association and Article of Association.

We would like to request you to kindly assist us in obtaining the Investment Permit from MIC, by forwarding application with your forwarding letter.

Thank you for your kind assistance and co-operation.

Yours truly,

Mr. Wang Genquan

Promoter of the Proposal



September , 2012

Chairman

Myanmar Investment Commission

Building (32), Nay Pyi Taw,

The Republic of the Union of Myanmar.

Subject: Application for Investment Permit for establishment of 100% foreign company for carrying out manufacturing and marketing of garments, garment's accessories, lace and fabric under Cutting, Making and Packaging (CMP) in the Republic of the Union of Myanmar.

Your Excellency,

I, the promoter, have the honor to submit a proposal together with supporting documents, which have been prepared for establishment of 100% foreign company under the name of **Linda Fashion (Myanmar) Co., Ltd** in accordance with the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act for carrying out the business of manufacturing and marketing of garments, garment's accessories, lace and fabric at Plot No. C-3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region, The Republic of the Union of Myanmar.

Linda Fashion (Myanmar) Co., Ltd will carry out the business of manufacturing and marketing of garments, garment's accessories, lace and fabric in the Republic of the Union of Myanmar by using China technique. We are planning to gradually increase the production in the Republic of the Union of Myanmar.

The major data regarding the proposed investment are as follows:-

- | | | |
|---|---|---|
| (a) Project | : | Manufacturing and marketing of garments, garment's accessories, lace and fabric under CMP basis |
| (b) Construction period | : | 6 months |
| (c) Estimated total employees in first year | : | Local 787 persons
Foreigners 15 persons
Total 802 persons |
| (d) Technique | : | China Technique |
| (e) System of sales | : | 99% export sales and 1% local sales |

For the purpose of the above investment, I hereby tender this application for the issuance of Investment Permit in view of the provisions under Section 10 of the Union of Myanmar Foreign Investment Law.

Having full confidence that our investment in the Republic of the Union of Myanmar will be beneficial to the people of Republic of the Union of Myanmar and the nation, I submit the following supporting documents along with the proposal.

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar;
2. Draft Lease Agreement
3. References for business and financial standing;
4. Draft of Memorandum and Association and Articles of Association.

I also hereby apply for the exemptions and reliefs specified in Sub-Sections (a) to (j) of Section 21 of the Union of Myanmar Foreign Investment Law as follows:

- (a) exemption from income-tax for a period extending to (3) consecutive years, inclusive of the year of commencement of production of goods or services; and exemption or relief from income-tax for a further reasonable period depending upon the success of our enterprise in which investment is made;
- (b) exemption or relief from income-tax on profits of our business if they are maintained in a reserve fund and re-invested therein within one (1) year after the reserve is made;
- (c) right to accelerate depreciation in respect of machinery, equipment, building or other capital assets used in the business, at the rate fixed by the Commission to the extent of the original value for the purpose of income-tax assessment;
- (d) relief from income-tax up to 50 percent on the profits accrued from the exports of goods produced by our enterprise;
- (e) right to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in our enterprise and the right to deduct such payment from the assessable income;
- (f) right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country;
- (g) right to deduct from the assessable income, such expenses incurred in respect of research and development relating to the enterprise which are actually required and are carried out within the State;
- (h) right to carry forward and set off up to three (3) consecutive years from the year the loss is sustained in respect of such loss sustained within two (2) years immediately following the enjoyment of exemption or relief from income-tax as contained in sub-section (a), for each individual enterprise;
- (i) exemption or relief from customs duty or other internal taxes or both on importation of machinery, equipment, instruments, machinery components,

spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction;

- (j) exemption or relief from customs duty or other internal taxes or both on such raw materials imported for the first three (3) years commercial production following the completion of construction;

Since our company will carry out manufacturing and marketing of garments, garment's accessories, lace and fabric under CMP basis, the manufacturing processes for these products will require different level of skills to be provided through appropriate trainings to employees. In addition, certain types of our capital in kind are also required to be imported into the Republic of the Union of Myanmar in line with Investment Plan as per Annex-1.

Therefore, I further request Your Excellency to kindly grant exemption from customs duty and all other internal taxes on importation of capital in kind in accordance with the Investment Plan as per Annex-1.

It is my sincere hope that Your Excellency's Commission will be able to give this matter a favorable consideration and also grant approval at the earliest convenience. Finally, I promise that the proposed investment will be contributing greatly to the economic development of the Republic of the Union of Myanmar.

Yours faithfully,



Mr. Wang Genquan
(Promoter of the Proposal)



THE BOARD OF DIRECTORS' RESOLUTION

The Board of Directors' Meeting of SUN-FLOWER LACE (H.K.) CO., LTD was held on August, 2012 at Unit 1111, 11/F, Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong, the People Republic of China, the registered office of the Company.

Mrs. Hsu Shu-Chen took the Chair and the following resolutions were passed:

1. Resolved that the Company be authorized to invest in the new company to be formed in the Republic of the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act under the name of Linda Fashion (Myanmar) Co., Ltd, 90% owned by the Company and 10% owned by Mr. Wang Genquan.
2. Resolved that Mr. Wang Genquan be authorized to represent the Company in the formation of the new company.
3. Resolved that, upon formation of the company, Mrs. Hsu Shu-Chen and Mr. Wang Genquan be authorized to act as Directors of the said new Company.

True extract from the Minutes Book

許淑貞

Mrs. Hsu Shu-Chen
Chairman



Date: September , 2012

Undertaking

Our Company, **Linda Fashion (Myanmar) Co., Ltd** undertakes to comply as follows:-

- that the revenue in foreign currency and in Kyat earned for the operation of the proposed project, shall have to be deposited into the Company's bank accounts in foreign currency and in Kyat to be opened with Myanma Foreign Trade Bank/ Myanma Investment and Commercial Bank and other suitable private banks;
- that required amount for payment of wages, salaries and other expenses in Kyat will be paid out of Kyat income received. If there is any deficit in Kyat income to meet expenses to be paid in Kyat, foreign currency income received shall have to be converted into Kyats at the official Money Changers (Foreign Exchange Counters).

Signature :

王 錕 权

Name : Mr. Wang Genquan

Designation: Promoter of the Proposal

太陽花邊(香港)有限公司

香港九龍青山道682號潮流工貿中心11/F 1111室

電話 : 852 27420323

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Unit 1111, 11/F Trendy Centre, 682 Castle Peak Road,
Kowloon, Hong Kong.

Tel : 852-27420323

Fax : 852-27427821

Undertaking regarding Maintenance of Environment

- **Linda Fashion (Myanmar) Co., Ltd** will follow all disciplines regarding maintenance of environment set by the Ministry of Environmental Conservation and Forestry.
- **Linda Fashion (Myanmar) Co., Ltd** will maintain Environmental Standards regarding (a) Waste Water (b) Waste Gas, Offensive Smell and Dust (c) Noise, set by the Lessor.
- **Linda Fashion (Myanmar) Co., Ltd** will conduct (a) Environmental Impact Control (b) Environmental Monitoring Plan and (c) Environmental Management in the Facilities in accordance with ENVIRONMENTAL CODES.

Signature: _____

王 跟 权

Name : Mr. Wang Genquan

Designation: Promoter of the Proposal

Employees' Benefits of Linda Fashion (Myanmar) Co., Ltd.

Linda Fashion (Myanmar) Co., Ltd is a 100% foreign company to be established in the Republic of the Union of Myanmar under the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act. Its registered office is situated at Plot No. C-3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region, The Republic of the Union of Myanmar. The Company intends to carry out manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis with approximately 800 numbers of employees in first business year in 2013. In order that the employees may enjoy proper welfare commensurate with that of a prestigious Company, the company has decided to set up a plan, as stated below, for its employees as its employees' welfare plan:

1. Meal

The Company will provide all meal allowance with salary.

2. Staff Transportation

For all employees who live far away from the factory, commuter buses will be provided by the Company and the employees will be transported free of charge.

3. Uniform

The Company will provide uniforms free of charge to all employees once a year.

4. Health Care

An infirmary (in accordance with the existing rules and regulations of the Ministry of Health concerned) will be set up in the factory compound and stocked with appropriate/adequate medicines. Qualified physicians/doctors will be engaged by the Company so that in emergency cases employees could be cured free of charge. In addition, a water purifier will be installed in the factory for staff drinking water.

5. Bonus

Annual bonus will be paid to all employees before the Myanmar New Year (Water Festival). The amount of bonus will depend on the performance of the employees.

All the employees' benefits mentioned above are some of the usual company policy and practices. Other benefits such as leave (medical leave, annual leave, etc.) would be drawn up and included in the employees' welfare plan according to the Labour Laws of the Republic of the Union of Myanmar. The Company will take extra care to oversee that the benefits provided by the Company do not fall short of those granted under the Labour Laws of the Republic of the Union of Myanmar.

Probable Benefits accruing to the Republic of the Union of Myanmar by the investment of Linda Fashion (Myanmar) Co., Ltd

1. Expansion of Employment Opportunity

Business of manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis is one of labour-intensive industries. The business requires huge number of labor forces to operate such factory. The operation of the factory that we are intending to establish in the Republic of the Union of Myanmar will be started with approximately 800 (comprising 98% locals) employees in its 1st business year in 2013. It is not reflected in the data submitted, but extensive labor forces are extremely necessary because we will export finished goods to overseas under CMP basis. Meanwhile, employees will spend their earnings (salary earned), which will contribute to the domestic consumption of the Republic of the Union of Myanmar. Employees' reinvested earnings will be helpful for the industrial development of the country as well.

2. Growth in Construction Investment/Wealth of State

We plan to start the construction of factory as soon as receiving the approval from your Commission. Instead of retrieving the investment in a short period of time, we will establish a solid factory with a long-term purpose of operation (The period of Land Lease is 36 years). We have budgeted approximately US\$ 1,000,000 for the cost of construction of Plot No.3, Mingaladon Industrial Park in Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar. A lot of employment opportunities will be created for workers during the construction process in which Department of Human Settlement & Housing Development (DHSHD), a State organization, holds major shares/interests.

3. Direct income generation to the State

Since the project will be located at Plot No. C-3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region, The Republic of the Union of Myanmar , revenue charged by relevant authorities (such as, but not limited to, public utility charges namely communication, electricity, water supply etc.) will be accrued to State revenue.

4. Cultivation and nurturing of young talent

Myanmar nationals working at the factories will be able to acquire various technical know-how of the Company such as production, management and sales techniques and this will enhance to the personal capability of the workforce of the Republic of the Union of Myanmar in the long-term.

5. Increase of Tax Revenues

As one of foreign investors, we are intending to validly get the benefit of tax exemption and relief granted under the Union of Myanmar Foreign Investment Law, from the Government of the Republic of the Union of Myanmar. We are going to faithfully discharge our legal liability to pay all applicable taxes and charge. From the standpoint of the Government of the Republic of the Union of Myanmar, personal income tax revenue will increase firstly and other tax revenue like commercial tax and corporate income tax will also be generated.

6. Attainment of 4 Economic Objectives

It is evident from the benefits to be derived by the State from the Project, summarized above, that - "Our Project is committed to co-operate and contribute towards the attainment of 4 economic objectives set by the Government of the Republic of the Union of Myanmar for the development of its National Economy".

**PROPOSAL OF THE PROMOTER TO MAKE FOREIGN
INVESTMENT IN THE UNION OF MYANMAR**

To

The Chairman,
The Union of Myanmar, Myanmar Investment Commission,
Naypyidaw

Reference No.

Date

I wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars-

1. Promoter's -

(a) Name	Mr. Wang Genquan
(b) Father's name	Mr. Wang Ru Yun
(c) National registration No./ Passport No.	G 36402417
(d) Citizenship	Chinese
(e) Address	No.1, Yuan Shan Bei Road, Chang Ping, Dongguan City, Guaungdong Province, Republic of China.
(f) Name of principal organization	SUN-FLOWER LACE (H.K.) CO., LTD.
(g) Type of business	Lace & Ladies Garments
(h) Place of organization	Unit 1111, 11F., Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong.
(i) Place of incorporation	Republic of China

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the Joint-Venture with the promoter-Partner 1

(a) Name	-
(b) Father's name	-
(c) National registration No.	-
(d) Citizenship	-
(e) Address	-

- (f) Name of principal organization - _____
 (g) Type of business - _____
 (h) Place of organization - _____
 (i) Place of incorporation _____

3. Type of business in which investment is to be made-

- (a) Production Manufacturing and marketing of garments, garment's accessories, lace and fabric under CMP basis
 (b) Services _____
 (to indicate name of goods or type of services)

4. Form of economic organization-

- (a) Sole proprietorship _____
 (b) Partnership _____
 (c) Limited Company Linda Fashion (Myanmar) Company Limited

(to enclose the list of the name, citizenship, address and designation of the executives of the organization, indication of the local and foreign capital ratio) (Annex)

5. If the organization is in the form of a partnership-

- (a) Capital ratio and amount to be contributed by the partners _____
 (b) Profit sharing ratio _____
 (c) Rights and liabilities of partners _____

6. If the organization is in the form of a limited company -

- (a) Authorized capital US\$ 5,000,000
 (b) Types of shares Ordinary Share
 (c) Share capital to be subscribed by the shareholders US \$ 2,600,000

7. Particulars relating to the organization in which investment is to be made-

(a)

	Equity	Equ:(Kyat) (1 US\$=820 Kyats)
(1) Amount of local capital to be contributed	-	-
(2) Amount of foreign capital to be brought in	2,600,000	2,132,000,000
Total	2,600,000	2,132,000,000

(b) Amount of foreign capital to be brought in-

	Equity	Equivalent (Kyat) (1 US\$=820 Kyats)
(1) Foreign currency	289,250	237,185,000
(2) Others	2,310,750	1,894,815,000
Total	2,600,000	2,132,000,000

(c) Period for bringing in items 3 Years
mentioned
in sub-paragraph (b)

(d) Proposed duration of investment	36 Years
(e) Construction period	6 months
(f) Commencement of construction	As soon as after receiving MIC permit

8. Particulars relating to the proposed economic organization—

(a) Type of business	Manufacturing and marketing of garments, garment's accessories, lace and fabric under CMP basis
(b) Proposed place(s) at which investment is to be made	Plot No. C-3, Mingalardon Industrial Park, Mingalardon Township, Yangon Region, The Republic of the Union of Myanmar.
(c) Technique of operation	China Technique
(d) Annual fuel requirements	Annex- 9

- (to indicate type/quantity)
- (e) Annual electricity requirement Annex- 9
- (f) Annual water requirement Annex- 9
- (to indicate daily requirement, if any)
- (g) Annual equipment/raw materials requirement Annex- 6
- (to enclose a list of type/quantity/value)
- (h) Building requirement Annex- 4
- (i) Type of land and area requirement 24,872 Square-meters (MIP)
- (j) Goods to be produced/services to be rendered Annex- 10
- (to indicate name, type, annual estimated quantity and value of goods/services)
- (k) System of sales 99% Export Sales under C.M.P basic
- 1% Local Sales

9. Details of foreign capital to be brought in-

	Equity US \$	Equ: Kyat (1US\$=820)
(a) Foreign currency	289,250	237,185,000
(b) Value of Machineries, (to enclose detail statement)	2,310,750	1,894,815,000
(c) Value of Office Accessories	49,600	406,720,000
(d) Value of Land Use Premium	945,136	775,011,520
(e) Building Construction	1,000,000	820,000,000
(f) Automobile	122,400	100,368,000
Total	2,600,000	2,132,000,000

10. Details of local capital to be contributed --

	US\$
(a) Amount of cash	-
(b) Value of machineries and equipment (to enclose detail statement)	-
(c) Buildings/Land	-
(d) Value of furniture and office equipment (to enclose detail statement)	-
(e) Value of raw materials (to enclose detail statement)	-
Total	-

11. Particulars relating to annual production/services-

	Foreign Currency	Estimated Kyat Equivalent
(a) Type and value of foreign exchange required	Annex- 11	
(b) Amount of foreign exchange to be received	Annex- 11	
(c) Amount of working capital requirement in kyat	Annex- 1	
(d) Value of annual income from goods/ services	Annex ¹ 10	

12. List of personnel required for the proposed economic organization

(a) Local personnel required	Annex- 8
(b) Foreign experts and technicians required	Annex- 8

13. Particulars relating to economic justification-

Foreign Currency	Estimated Kyat Equivalent
------------------	---------------------------------

(a) Annual income	Annex- 10
(b) Annual expenditure	Annex- 11
(c) Annual net profit	Annex- 11
(d) Yearly investments	Annex- 1
(e) Recoupment period	Annex- 12
(f) Other benefits (to enclose detail calculations)	Annex- 14
(g) To mention prospects of new employment opportunities/ local and foreign market conditions/ foreign exchange savings	Annex- 15

14. Supporting documents for the proposal--

The following documents are attached for the proposed investment--

- (a) Draft contract;
- (b) References for business and financial standing;
- (c) Drafts of Memorandum of Association and Articles of Association.

Signature

王 跟 权

Name

Mr. Wang Genquan

Designation

Promoter of the Proposal

LINDA FASHION (MYANMAR) CO., LTD.

BOARD OF DIRECTOR LIST.

No	The Present Christian names or name of surnames	Nationality, National Registration Card No	Usual Residential Address	Other Business Occupation	Changes
1.	Mrs. Hsu, Shu-Chen	Chinese P.P No. 303558761	3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan, Republic of China.	Businesswoman	Director
2.	Mr. Wang Gen Quan	Chinese P.P No. G 36402417	No. 478, Yao Chang Zhuang, Xi Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China.	Businessman	Director

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

POCHNWANG<<GENQUAN<<<<<<<<<<<<<<<<<<<<<<<
G364024175CHN7301094M190716219203403<<<<<86

持照人填寫欄 (INFORMATION OF BEARER)
國內住址及電話 (DOMESTIC ADDRESS AND PHONE NUMBER)

國外住址及電話 (FOREIGN ADDRESS AND PHONE NUMBER)

緊急事件通知人 (IN CASE OF EMERGENCY, NOTIFY THE INDIVIDUAL NAMED BELOW)

姓 名 (NAME)

地址及電話 (ADDRESS AND PHONE NUMBER)

持照人簽名 (SIGNATURE OF BEARER)

護照
PASSPORT

中華民國 REPUBLIC OF CHINA



型式 / Type
P

代碼	Code
TWPN	

護照號碼 / Passport No.
303558761

姓名 / Name (Surname, Given names)

303558761

許淑貞 HSIU, SHU-CHEN

國籍 / Nationality
REPUBLIC OF CHINA

身分證統一編號 Personal ID No.
N222283490

性別/ Sex

出生日期 / Date of birth

F

30 OCT 19

発行日 / Date of issue

出生地 / Place of Birth

29 AUG 2011

29 AUG 2021

Author Only

MINISTRY OF FOREIGN AFFAIRS

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Linda Fashion (Myanmar) Co., Ltd

Investment Plan

Annex - 1

Expressed in US\$

Sr. No.	Particular	Year 0	Year 1	Year 2	Total
1	Foreign currency	289,250			289,250
2	Value of Machinery		193,614		193,614
3	Value of Office Accessories			49,600	49,600
4	Value of Land Use Premium	945,136			945,136
5	Building Value		1,000,000		1,000,000
6	Automobiles		122,400		122,400
Total		1,234,386	1,316,014	49,600	2,600,000

List of Machinery To Be Imported As Capital In Kind
Expressed in US\$

Annex - 2

Sr. No.	Particular	A/U	Made in	Unit price	Year 0		Year 1		Year 2		Total	
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Single Needle Sewing Machine Juki	Pcs	Japan	240			300	72,000			300	72,000
2	Single Needle Sewing Machine Overlock Machine Juki	Pcs	Japan	400			20	8,000			20	8,000
3	Electrical Steam Boiler (E-9 KW) YIULIH	Pcs	China	500			8	4,000			8	4,000
4	Iron (Vacuum) table with Vapour Iron Head YIULIH	Pcs	China	200			8	1,600			8	1,600
5	Dehydrate Machine	Pcs	Hong Kong	4,504			1	4,504			1	4,504
6	Air Compressor Jaguar	Pcs	China	500			6	3,000			6	3,000
7	Stable Voltage Machine 30KVA Qiaobo	Pcs	China	550			4	2,200			4	2,200
8	Sewing Machine Brother	Pcs	China	280			30	8,400			30	8,400
9	Dry Air Machine with air tank	Pcs	China	200			10	2,000			10	2,000
10	Fabric Cheeking Machine	Pcs	China	1,020			2	2,040			2	2,040
11	Drinking Water Machine	Pcs	China	150			20	3,000			20	3,000
12	Copier Machine	Pcs	China	680			4	2,720			4	2,720
13	Drying Machine	Pcs	China	350			15	5,250			15	5,250
14	(UPS) Uninterruptible Power Saniak 3C3-80KS	Pcs	China	4,000			1	4,000			1	4,000
15	Cutting Machine	Pcs	China	600			15	9,000			15	9,000
16	Air Conditioner 5P	Pcs	China	800			30	24,000			30	24,000
17	Mark Pad System	Set	China	3,000			2	6,000			2	6,000
18	Mark Print System	Set	China	4,000			2	8,000			2	8,000
19	Iron Machine	Pcs	China	80			100	8,000			100	8,000
20	Dress Stand	Pcs	China	70			150	10,500			150	10,500
21	Interlock Machine	Pcs	China	1,000			2	2,000			2	2,000
22	Dress Wash Machine	Pcs	China	300			8	2,400			8	2,400
23	Dress Dry Machine	Pcs	China	200			5	1,000			5	1,000
Total								193,614				193,614

Linda Fashion (Myanmar) Co., Ltd

**List of Office Accessories To Be Imported As Capital In Kind
Expressed in US\$**

Sr. No.	Particular	Year 0			Year 1			Year 2			Total		
		Qty	Unit Price	Amount	Qty	Unit Price	Amount	Qty	Unit Price	Amount	Qty	Unit Price	Amount
1	Table and Chair							120	50	6,000	120	50	6,000
2	Chair							60	20	1,200	60	20	1,200
3	Meeting Table							4	300	1,200	4	300	1,200
4	Branches							20	100	2,000	20	100	2,000
5	Shelf							50	100	5,000	50	100	5,000
6	Plastic Basket							200	20	4,000	200	20	4,000
7	Stand Fan							50	50	2,500	50	50	2,500
8	Settee							1	100	100	1	100	100
9	Air Conditioner 3 tons							30	400	12,000	30	400	12,000
10	Table Computer							30	420	12,600	30	420	12,600
11	Refrigerator							6	500	3,000	6	500	3,000
Total										49,600			49,600

Annex - 3

Linda Fashion (Myanmar) Co., Ltd

List of Building

Annex - 4

Expressed in US\$

Sr. No.	Particular	Measurement	Year 0	Year 1	Year 2
	<u>Building Construction to MIP Plot C-3</u>				
1	Factory building	122M x 82M		561,152.00	
2	3 Story Store building	14M x 14M		178,674.40	
3	2 Story Store building - A	12M x 12M		107,075.00	
4	2 Story Store building - B	11M x 8M		27,384.18	
5	Canteen building	11M x 8M		33,268.62	
6	Generator house	6M x 4.5M		7,065.00	
7	Gate house	4M x 4M		4,695.00	
8	Concrete road 200thk			28,014.00	
9	Concrete road 100thk			36,800.00	
10	Front fence (Iron grill brick post)			2,775.00	
11	Side & Back fence (Brick wall)			9,180.00	
12	Open drain			3,916.80	
Total			-	1,000,000.00	-

Linda Fashion (Myanmar) Co., Ltd
List of Automobiles
Expressed in US\$

Annex - 5

Sr. No.	Description	Model No.	Style	Made In	Year 0			Year 1			Year 2		
					Qty	Unit price	Amount	Qty	Unit price	Amount	Qty	Unit price	Amount
1	Toyota	COASTER	Bus	Japan				1	72,800	72,800			
2	Hino	300	3.49Ton	Thiwan				1	23,800	23,800			
3	Mitsubishi	DELICA	2400CC	Thiwan				2	12,900	25,800			
Total								4	-	122,400			

Linda Fashion (Myanmar) Co., Ltd

Annual Raw, Packing Materials & Consumables To Be Imported
Expressed in US\$

Sr. No.	Items	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
1	Knitting Fabric (100% Nylon)	Kg	3	70,000	210,000	105,000	315,000	140,000	420,000	175,000	525,000	210,000	630,000
2	Waving Fabric (100% Polyester)	Kg	3	140,000	350,000	210,000	525,000	280,000	700,000	350,000	875,000	420,000	1,050,000
3	Lininh Fabric (100% Polyester or Acetate)	Kg	2	6,000	12,000	9,000	18,000	12,000	24,000	15,000	30,000	18,000	36,000
4	Lace (50 % Nylon, 50% Polyester)	Kg	5	20,000	100,000	30,000	150,000	40,000	200,000	50,000	250,000	60,000	300,000
5	Yarn (Tread)	Kg	5	10,000	50,000	15,000	75,000	20,000	100,000	25,000	125,000	30,000	150,000
6	Ribbon or Cord	Kg	5	6,000	30,000	9,000	45,000	12,000	60,000	15,000	75,000	18,000	90,000
7	Sequin	Kg	3	6,000	18,000	9,000	27,000	12,000	36,000	15,000	45,000	18,000	54,000
8	All kind of beads	Kg	3	10,000	30,000	15,000	45,000	20,000	60,000	25,000	75,000	30,000	90,000
9	Non Weaving PVC	Kg	3	3,000	9,000	4,500	13,500	6,000	18,000	7,500	22,500	9,000	27,000
10	Glass Stone	Kg	3	5,000	15,000	7,500	22,500	10,000	30,000	12,500	37,500	15,000	45,000
11	PVC Packing Bag	Kg.	3	3,000	9,000	4,500	13,500	6,000	18,000	7,500	22,500	9,000	27,000
12	Zipper	Kg	4	3,000	12,000	4,500	18,000	6,000	24,000	7,500	30,000	9,000	36,000
13	Label	Kg	5	2,000	10,000	3,000	15,000	4,000	20,000	5,000	25,000	6,000	30,000
14	Packing paper	Kg	2	3,000	6,000	4,500	9,000	6,000	12,000	7,500	15,000	9,000	18,000
Total					861,000		1,291,500		1,722,000		2,152,500		2,583,000

Annex - 6

Linda Fashion (Myanmar) Co., Ltd

Depreciation Schedule

Expressed in US\$

Annex - 7

Description	Useful Life	Dep: rate	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6	
			Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount
<u>Depreciation</u>														
Machinery	10 years	10%	193,614	19,361		19,361		19,361		19,361		19,361		19,361
Office Accessories	10 years	10%			49,600	4,960		4,960		4,960		4,960		4,960
Building	36 years	2.78%	1,000,000	27,800		27,800		27,800		27,800		27,800		27,800
Automobile	8 years	12.5%	122,400	15,300		15,300		15,300		15,300		15,300		15,300
<u>Amortization</u>														
Land use premium	36 years	2.78%	945,136	26,275		26,275		26,275		26,275		26,275		26,275
Total				88,736		93,696		93,696		93,696		93,696		93,696

Linda Fashion (Myanmar) Co., Ltd
Depreciation Schedule
Expressed in US\$

Description	Useful Life	Dep: rate	Year 7		Year 8		Year 9		Year 10		Year 11		Year 12 and after	
			Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount	Original value	Dep: Amount
<u>Depreciation</u>														
Machinery	10 years	10%		19,361		19,361		19,361		19,361				
Office Accessories	10 years	10%		4,960		4,960		4,960		4,960		4,960		
Building	36 years	2.78%		27,800		27,800		27,800		27,800		27,800		27,800
Automobile	8 years	12.5%		15,300		15,300								
<u>Amortization</u>														
Land use premium	36 years	2.78%		26,275		26,275		26,275		26,275		26,275		26,275
Total				93,696		93,696		78,396		78,396		59,035		54,075

Annex - 7(A)

Linda Fashion (Myanmar) Co., LTD
List of local personnel & foreign technicians
Expressed in US\$

Annex - 8

Sr. No.	Designation	Salary per Month	No. of person	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10 and after
Foreign Technicians													
1	General Manager	900	1	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800	10,800
2	Manager	600	2	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400
3	Technician	400	3	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400	14,400
Total			6	39,600	39,600	39,600	39,600	39,600	39,600	39,600	39,600	39,600	39,600
Local Personnel													
Direct Worker													
1	Factory Manager	300	1	3,600	3,960	4,320	4,680	5,400	5,400	5,400	5,400	5,400	5,400
2	Designer	200	6	14,400	15,840	17,280	18,720	21,600	21,600	21,600	21,600	21,600	21,600
3	Quality Control	150	15	27,000	29,700	32,400	35,100	40,500	40,500	40,500	40,500	40,500	40,500
4	Skilled workers	100	250	300,000	330,000	360,000	390,000	450,000	450,000	450,000	450,000	450,000	450,000
5	Semi-skilled workers	80	330	316,800	348,480	380,160	411,840	475,200	475,200	475,200	475,200	475,200	475,200
6	Unskilled workers	70	160	134,400	147,840	161,280	174,720	201,600	201,600	201,600	201,600	201,600	201,600
Total Director Worker			762	796,200	875,820	955,440	1,035,060	1,194,300	1,194,300	1,194,300	1,194,300	1,194,300	1,194,300
Indirect Worker													
1	Admin Manager	300	1	3,600	3,960	4,320	4,680	5,400	5,400	5,400	5,400	5,400	5,400
2	Financial Manager	300	1	3,600	3,960	4,320	4,680	5,400	5,400	5,400	5,400	5,400	5,400
3	Marketing Manager	300	1	3,600	3,960	4,320	4,680	5,400	5,400	5,400	5,400	5,400	5,400
4	Production Supervisor	200	8	19,200	21,120	23,040	24,960	28,800	28,800	28,800	28,800	28,800	28,800
5	Office Staff	150	6	10,800	11,880	12,960	14,040	16,200	16,200	16,200	16,200	16,200	16,200
6	Driver	100	4	4,800	5,280	5,760	6,240	7,200	7,200	7,200	7,200	7,200	7,200
7	Security Staff & Cleaner	100	4	4,800	5,280	5,760	6,240	7,200	7,200	7,200	7,200	7,200	7,200
Total Indirect Worker			25	50,400	55,440	60,480	65,520	75,600	75,600	75,600	75,600	75,600	75,600
Total Direct & Indirect Worker			787	846,600	931,260	1,015,920	1,100,580	1,269,900	1,269,900	1,269,900	1,269,900	1,269,900	1,269,900
Total			793	886,200	970,860	1,055,520	1,140,180	1,309,500	1,309,500	1,309,500	1,309,500	1,309,500	1,309,500

Linda Fashion (Myanmar) Co., Ltd
Annual Fuel/Electricity/Water Requirement
Expressed in US\$

Annex - 9

Item	Spec:	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Fuel	Diesel	Gallon	4.7	8,300	39,010.00	12,450	58,515.00	16,600	78,020.00	20,750	97,525.00	24,900	117,030.00
Electricity		kWhr	0.132	4,500	594.00	6,750	891.00	9,000	1,188.00	11,250	1,485.00	13,500	1,782.00
Water		m3	0.5	3,000	1,500.00	4,500	2,250.00	6,000	3,000.00	7,500	3,750.00	9,000	4,500.00
					41,104.00		61,656.00		82,208.00		102,760.00		123,312.00

Assumes \$0.132 per kWhr (\$ 0.12 + 10% Transformer Loss)

Production and Sales Schedule

Particular	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 and after
<u>Total Production</u>						
Bridal Dress	Pcs	36,000	54,000	72,000	90,000	108,000
Garment	Dozen	3,000	4,500	6,000	7,500	9,000
Petticoat	Dozen	3,000	4,500	6,000	7,500	9,000
Veil	Dozen	3,000	4,500	6,000	7,500	9,000
Garment's Accessories	Dozen	3,000	4,500	6,000	7,500	9,000
<u>CMP Basic (99% of Production)</u>						
Bridal Dress	Pcs	35,640	53,460	71,280	89,100	106,920
Garment ✓	Dozen	2,970	4,455	5,940	7,425	8,910
Petticoat	Dozen	2,970	4,455	5,940	7,425	8,910
Veil	Dozen	2,970	4,455	5,940	7,425	8,910
Garment's Accessories ✓	Dozen	2,970	4,455	5,940	7,425	8,910
<u>Local sales (1% of production)</u>						
Bridal Dress	Pcs	360	540	720	900	1,080
Garment	Dozen	30	45	60	75	90
Petticoat	Dozen	30	45	60	75	90
Veil	Dozen	30	45	60	75	90
Garment's Accessories	Dozen	30	45	60	75	90
<u>Unit Price</u>						
<u>CMP Basic (99% of Production)</u>						
Bridal Dress	US\$/pc	20	20	20	20	20
Garment	US\$/Dz	36	36	36	36	36
Petticoat	US\$/Dz	18	18	18	18	18
Veil	US\$/Dz	18	18	18	18	18
Garment's Accessories	US\$/Dz	3.6	3.6	3.6	3.6	3.6

Production and Sales Schedule

Particular	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 and after
<u>Local sales (1% of production)</u>						
Bridal Dress	Kyats/pc	3,000	3,000	3,000	3,000	3,000
Garment	Kyats/Dz	3,000	3,000	3,000	3,000	3,000
Petticoat	Kyats/Dz	3,000	3,000	3,000	3,000	3,000
Veil	Kyats/Dz	3,000	3,000	3,000	3,000	3,000
Garment's Accessories	Kyats/Dz	3,000	3,000	3,000	3,000	3,000
<u>CMP income</u>						
Bridal Dress	US\$	712,800	1,069,200	1,425,600	1,782,000	2,138,400
Garment	US\$	106,920	160,380	213,840	267,300	320,760
Petticoat	US\$	53,460	80,190	106,920	133,650	160,380
Veil	US\$	53,460	80,190	106,920	133,650	160,380
Garment's Accessories	US\$	10,692	16,038	21,384	26,730	32,076
Total CMP income	US\$	937,332	1,405,998	1,874,664	2,343,330	2,811,996
<u>Local Sale</u>						
Bridal Dress	Kyats	1,080,000	1,620,000	2,160,000	2,700,000	3,240,000
Garment	Kyats	90,000	135,000	180,000	225,000	270,000
Petticoat	Kyats	90,000	135,000	180,000	225,000	270,000
Veil	Kyats	90,000	135,000	180,000	225,000	270,000
Garment's Accessories	Kyats	90,000	135,000	180,000	225,000	270,000
Total Income for Local Sale	Kyats	1,440,000	2,160,000	2,880,000	3,600,000	4,320,000

Description	Year 5				Year 6				Year 7				Year 8			
	US\$	Kyats	Equ: US\$	US\$	US\$	Kyats	Equ: US\$	US\$	US\$	Kyats	Equ: US\$	US\$	US\$	Kyats	Equ: US\$	US\$
Income																
Income from- CMP	2,811,996		2,811,996	2,811,996			2,811,996	2,811,996			2,811,996	2,811,996			2,811,996	
- Local Sale		4,320,000	5,268			4,320,000	5,268			4,320,000	5,268			4,320,000	5,268	
Total CMP Income	2,811,996	4,320,000	2,817,264	2,811,996		4,320,000	2,817,264	2,811,996		4,320,000	2,817,264	2,811,996		4,320,000	2,817,264	
Less: Cost of Goods sold																
Direct Labour	1,194,300	-	1,194,300	1,194,300		-	1,194,300	1,194,300		-	1,194,300	1,194,300		-	1,194,300	
Production overhead																
Indirect Labour	75,600		75,600	75,600			75,600	75,600			75,600	75,600			75,600	
Water, Fuel and Electricity	123,312		123,312	123,312			123,312	123,312			123,312	123,312			123,312	
Total cost of good sold	1,393,212	-	1,393,212	1,393,212		-	1,393,212	1,393,212		-	1,393,212	1,393,212		-	1,393,212	
Gross profit/(loss)	1,418,784	4,320,000	1,424,052	1,418,784		4,320,000	1,424,052	1,418,784		4,320,000	1,424,052	1,418,784		4,320,000	1,424,052	
Less:																
Commercial tax on Local Sale		216,000	263			216,000	263			216,000	263			216,000	263	
Foreign Technician	39,600		39,600	39,600			39,600	39,600			39,600	39,600			39,600	
Maintenance	140,600		140,600	140,600			140,600	140,600			140,600	140,600			140,600	
Administration	70,300		70,300	70,300			70,300	70,300			70,300	70,300			70,300	
Selling expenses	23,433		23,433	23,433			23,433	23,433			23,433	23,433			23,433	
Transportation	22,895		22,895	22,895			22,895	22,895			22,895	22,895			22,895	
Depreciation	93,696		93,696	93,696		-	93,696	93,696		-	93,696	93,696		-	93,696	
Total expenses	390,524	216,000	390,788	390,524		216,000	390,788	390,524		216,000	390,788	390,524		216,000	390,788	
Profit before tax	1,028,260	4,104,000	1,033,265	1,028,260		4,104,000	1,033,265	1,028,260		4,104,000	1,033,265	1,028,260		4,104,000	1,033,265	
25% Provision for Income-tax			258,316				258,316								258,316	
Net profit after tax	1,028,260	4,104,000	774,949	1,028,260		4,104,000	774,949	1,028,260		4,104,000	774,949	1,028,260		4,104,000	774,949	

Linda Fashion (Myanmar) Co., LTD
Projected Profit & Loss Statement

Annex - 11(B)

Description	Year 9				Year 10				Year 11				Year 12 - 36			
	US\$	Kyats	Equ: US\$	US\$	Kyats	Equ: US\$	US\$	Equ: US\$	US\$	Kyats	Equ: US\$	US\$	Kyats	Equ: US\$	US\$	Equ: US\$
Income																
Income from- CMP	2,811,996		2,811,996	2,811,996		2,811,996	2,811,996	2,811,996	2,811,996		2,811,996	2,811,996		2,811,996		2,811,996
- Local Sale		4,320,000	5,268		4,320,000	5,268		5,268		4,320,000	5,268		4,320,000	5,268		5,268
Total CMP Income	2,811,996	4,320,000	2,817,264	2,811,996	4,320,000	2,817,264	2,811,996	2,817,264	2,811,996	4,320,000	2,817,264	2,811,996	4,320,000	2,817,264		
Less: Cost of Goods sold																
Direct Labour	1,194,300	-	1,194,300	1,194,300	-	1,194,300	1,194,300	1,194,300	1,194,300	-	1,194,300	1,194,300	-	1,194,300		1,194,300
Production overhead																
Indirect Labour	75,600		75,600	75,600		75,600	75,600	75,600	75,600		75,600	75,600		75,600		75,600
Water, Fuel and Electricity	123,312		123,312	123,312		123,312	123,312	123,312	123,312		123,312	123,312		123,312		123,312
Total cost of good sold	1,393,212	-	1,393,212	1,393,212	-	1,393,212	1,393,212	1,393,212	1,393,212	-	1,393,212	1,393,212	-	1,393,212		1,393,212
Gross profit/(loss)	1,418,784	4,320,000	1,424,052	1,418,784	4,320,000	1,424,052	1,418,784	1,424,052	1,418,784	4,320,000	1,424,052	1,418,784	4,320,000	1,424,052		1,424,052
Expenses																
% Commercial tax on Local Sale		216,000	263		216,000	263		263		216,000	263		216,000	263		263
Foreign Technician	39,600		39,600	39,600		39,600	39,600	39,600	39,600		39,600	39,600		39,600		39,600
Maintenance	140,600		140,600	140,600		140,600	140,600	140,600	140,600		140,600	140,600		140,600		140,600
Administration	70,300		70,300	70,300		70,300	70,300	70,300	70,300		70,300	70,300		70,300		70,300
Selling expenses	23,433		23,433	23,433		23,433	23,433	23,433	23,433		23,433	23,433		23,433		23,433
Transportation	22,895		22,895	22,895		22,895	22,895	22,895	22,895		22,895	22,895		22,895		22,895
Depreciation	78,396	-	78,396	78,396	-	78,396	78,396	78,396	78,396	-	78,396	78,396	-	78,396		78,396
Total expenses	375,224	216,000	375,488	375,224	216,000	375,488	375,224	375,488	375,224	216,000	375,488	375,224	216,000	375,488		375,488
Profit before tax	1,043,560	4,104,000	1,048,565	1,043,560	4,104,000	1,048,565	1,043,560	1,048,565	1,062,921	4,104,000	1,067,926	1,067,881	4,104,000	1,072,886		1,072,886
25% Provision for income-tax			262,141			262,141		262,141			266,982			268,222		268,222
Net profit after tax	1,043,560	4,104,000	786,424	1,043,560	4,104,000	786,424	1,062,921	786,424	1,062,921	4,104,000	800,945	1,067,881	4,104,000	804,665		804,665

Linda Fashion (Myanmar) Co., Ltd
Cash Flow Statement

Annex - 12

	Construction Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash inflow											
Income		939,088	1,408,632	1,878,176	2,347,720	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
Total cash inflow		939,088	1,408,632	1,878,176	2,347,720	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
Cash outflow											
Cost of Good Sold		887,704	992,916	1,098,128	1,203,340	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212
Expenses		147,481	201,421	255,362	309,302	297,091	297,091	297,091	297,091	297,091	297,091
5% commercial tax on local sales		88	132	176	220	263	263	263	263	263	263
25% Income tax		-	-	-	185,345	258,316	258,316	258,316	258,316	262,141	262,141
Total cash outflow		1,035,273	1,194,469	1,353,666	1,698,207	1,948,883	1,948,883	1,948,883	1,948,883	1,952,708	1,952,708
Cash flow from operation	0	(96,185)	214,163	524,511	649,513	868,381	868,381	868,381	868,381	864,556	864,556
Change in Working Capital											
Capital Investment and Disposal	1,234,386	1,316,014	49,600								
Net Cash Flow	(1,234,386)	(1,412,199)	164,563	524,511	649,513	868,381	868,381	868,381	868,381	864,556	864,556
Accumulated Cash Flow	(1,234,386)	(2,646,585)	(2,482,022)	(1,957,511)	(1,307,998)	(439,617)	428,764	1,297,146	2,165,527	3,030,083	3,894,639

Payback period = 5 Years and 6 months

Linda Fashion (Myanmar) Co., Ltd
Cash Flow Statement

Annex - 12(A)

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
<u>Cash inflow</u>										
Income	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
Total cash inflow	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
<u>Cash outflow</u>										
Cost of Good Sold	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212
Expenses	297,091	297,091	297,091	297,091	297,091	297,091	297,091	297,091	297,091	297,091
5% commercial tax on local sales	263	263	263	263	263	263	263	263	263	263
25% Income tax	266,982	268,222	268,222	268,222	268,222	268,222	268,222	268,222	268,222	268,222
Total cash outflow	1,957,548	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788
Cash flow from operation	859,716	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476
Change in Working Capital										
Capital Investment and Disposal										
Net Cash Flow	859,716	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476
Accumulated Cash Flow	4,754,355	5,612,831	6,471,307	7,329,783	8,188,259	9,046,735	9,905,211	10,763,687	11,622,163	12,480,639

Linda Fashion (Myanmar) Co., Ltd
Cash Flow Statement

Annex - 12(B)

	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Cash inflow										
Income	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
Total cash inflow	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
Cash outflow										
Cost of Good Sold	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212
Expenses	297,091	297,091	297,091	297,091	297,091	297,091	297,091	297,091	297,091	297,091
5% commercial tax on local sales	263	263	263	263	263	263	263	263	263	263
25% Income tax	268,222	268,222	268,222	268,222	268,222	268,222	268,222	268,222	268,222	268,222
Total cash outflow	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788
Cash flow from operation	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476
Change in Working Capital										
Capital Investment and Disposal										
Net Cash Flow	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476	858,476
Accumulated Cash Flow	13,339,115	14,197,591	15,056,067	15,914,543	16,773,019	17,631,495	18,489,970	19,348,446	20,206,922	21,065,398

Linda Fashion (Myanmar) Co., Ltd
Cash Flow Statement

Annex - 12(C)

	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36
Cash inflow						
Income	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
Total cash inflow	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264	2,817,264
Cash outflow						
Cost of Good Sold	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212	1,393,212
Expenses	297,091	297,091	297,091	297,091	297,091	297,091
5% commercial tax on local sales	263	263	263	263	263	263
25% Income tax	268,222	268,222	268,222	268,222	268,222	268,222
Total cash outflow	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788	1,958,788
Cash flow from operation	858,476	858,476	858,476	858,476	858,476	858,476
Change in Working Capital						
Capital Investment and Disposal						
Net Cash Flow	858,476	858,476	858,476	858,476	858,476	858,476
Accumulated Cash Flow	21,923,874	22,782,350	23,640,826	24,499,302	25,357,778	26,216,254

Linda Fashion (Myanmar) Co., Ltd
Internal Rate of Return

Annex - 13

Operation Year	NCF	20%		30%	
		DF	NPV	DF	NPV
Year 0	-1,234,386	1.00000	-1,234,386	1.00000	-1,234,386
Year 1	-1,412,199	0.83333	-1,176,832	0.76923	-1,086,307
Year 2	164,563	0.69444	114,280	0.59172	97,375
Year 3	524,511	0.57870	303,536	0.45517	238,739
Year 4	649,513	0.48225	313,230	0.35013	227,413
Year 5	868,381	0.40188	348,983	0.26933	233,880
Year 6	868,381	0.33490	290,819	0.20718	179,908
Year 7	868,381	0.27908	242,349	0.15937	138,391
Year 8	868,381	0.23257	201,958	0.12259	106,454
Year 9	864,556	0.19381	167,557	0.09430	81,527
Year 10	864,556	0.16151	139,631	0.07254	62,713
Year 11	859,716	0.13459	115,707	0.05580	47,971
Year 12	858,476	0.11216	96,284	0.04292	36,847
Year 13	858,476	0.09346	80,236	0.03302	28,344
Year 14	858,476	0.07789	66,864	0.02540	21,803
Year 15	858,476	0.06491	55,720	0.01954	16,772
Year 16	858,476	0.05409	46,433	0.01503	12,901
Year 17	858,476	0.04507	38,694	0.01156	9,924
Year 18	858,476	0.03756	32,245	0.00889	7,634
Year 19	858,476	0.03130	26,871	0.00684	5,872
Year 20	858,476	0.02608	22,393	0.00526	4,517
Year 21	858,476	0.02174	18,660	0.00405	3,475
Year 22	858,476	0.01811	15,550	0.00311	2,673
Year 23	858,476	0.01509	12,959	0.00239	2,056
Year 24	858,476	0.01258	10,799	0.00184	1,582
Year 25	858,476	0.01048	8,999	0.00142	1,217
Year 26	858,476	0.00874	7,499	0.00109	936
Year 27	858,476	0.00728	6,249	0.00084	720
Year 28	858,476	0.00607	5,208	0.00065	554
Year 29	858,476	0.00506	4,340	0.00050	426
Year 30	858,476	0.00421	3,617	0.00038	328
Year 31	858,476	0.00351	3,014	0.00029	252
Year 32	858,476	0.00293	2,511	0.00023	194
Year 33	858,476	0.00244	2,093	0.00017	149
Year 34	858,476	0.00203	1,744	0.00013	115
Year 35	858,476	0.00169	1,453	0.00010	88
Year 36	858,476	0.00141	1,211	0.00008	68
NPV			398,478		-746,875

IRR = 22.51%

Probable Benefits accruing to the Republic of the Union of Myanmar by the investment of Linda Fashion (Myanmar) Co., Ltd

1. Expansion of Employment Opportunity

Business of manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis is one of labour-intensive industries. The business requires huge number of labor forces to operate such factory. The operation of the factory that we are intending to establish in the Republic of the Union of Myanmar will be started with approximately 800 (comprising 98% locals) employees in its 1st business year in 2013. It is not reflected in the data submitted, but extensive labor forces are extremely necessary because we will export finished goods to overseas under CMP basis. Meanwhile, employees will spend their earnings (salary earned), which will contribute to the domestic consumption of the Republic of the Union of Myanmar. Employees' reinvested earnings will be helpful for the industrial development of the country as well.

2. Growth in Construction Investment/Wealth of State

We plan to start the construction of factory as soon as receiving the approval from your Commission. Instead of retrieving the investment in a short period of time, we will establish a solid factory with a long-term purpose of operation (The period of Land Lease is 36 years). We have budgeted approximately US\$ 1,000,000 for the cost of construction of Plot No.3, Mingaladon Industrial Park in Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar. A lot of employment opportunities will be created for workers during the construction process in which Department of Human Settlement & Housing Development (DHSHD), a State organization, holds major shares/interests.

3. Direct income generation to the State

Since the project will be located at Plot No. C-3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region, The Republic of the Union of Myanmar , revenue charged by relevant authorities (such as, but not limited to, public utility charges namely communication, electricity, water supply etc.) will be accrued to State revenue.

4. Cultivation and nurturing of young talent

Myanmar nationals working at the factories will be able to acquire various technical know-how of the Company such as production, management and sales techniques and this will enhance to the personal capability of the workforce of the Republic of the Union of Myanmar in the long-term.

5. Increase of Tax Revenues

As one of foreign investors, we are intending to validly get the benefit of tax exemption and relief granted under the Union of Myanmar Foreign Investment Law, from the Government of the Republic of the Union of Myanmar. We are going to faithfully discharge our legal liability to pay all applicable taxes and charge. From the standpoint of the Government of the Republic of the Union of Myanmar, personal income tax revenue will increase firstly and other tax revenue like commercial tax and corporate income tax will also be generated.

6. Attainment of 4 Economic Objectives

It is evident from the benefits to be derived by the State from the Project, summarized above, that - "Our Project is committed to co-operate and contribute towards the attainment of 4 economic objectives set by the Government of the Republic of the Union of Myanmar for the development of its National Economy".

Employees' Benefits of Linda Fashion (Myanmar) Co., Ltd.

Linda Fashion (Myanmar) Co., Ltd is a 100% foreign company to be established in the Republic of the Union of Myanmar under the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act. Its registered office is situated at Plot No. C-3 of Mingaladon Industrial Park, Mingaladon Township, Yangon Region, The Republic of the Union of Myanmar. The Company intends to carry out manufacturing and marketing of garments, garment's accessories , lace and fabric under CMP basis with approximately 800 numbers of employees in first business year in 2013. In order that the employees may enjoy proper welfare commensurate with that of a prestigious Company, the company has decided to set up a plan, as stated below, for its employees as its employees' welfare plan:

1. Meal

The Company will provide all meal allowance with salary.

2. Staff Transportation

For all employees who live far away from the factory, commuter buses will be provided by the Company and the employees will be transported free of charge.

3. Uniform

The Company will provide uniforms free of charge to all employees once a year.

4. Health Care

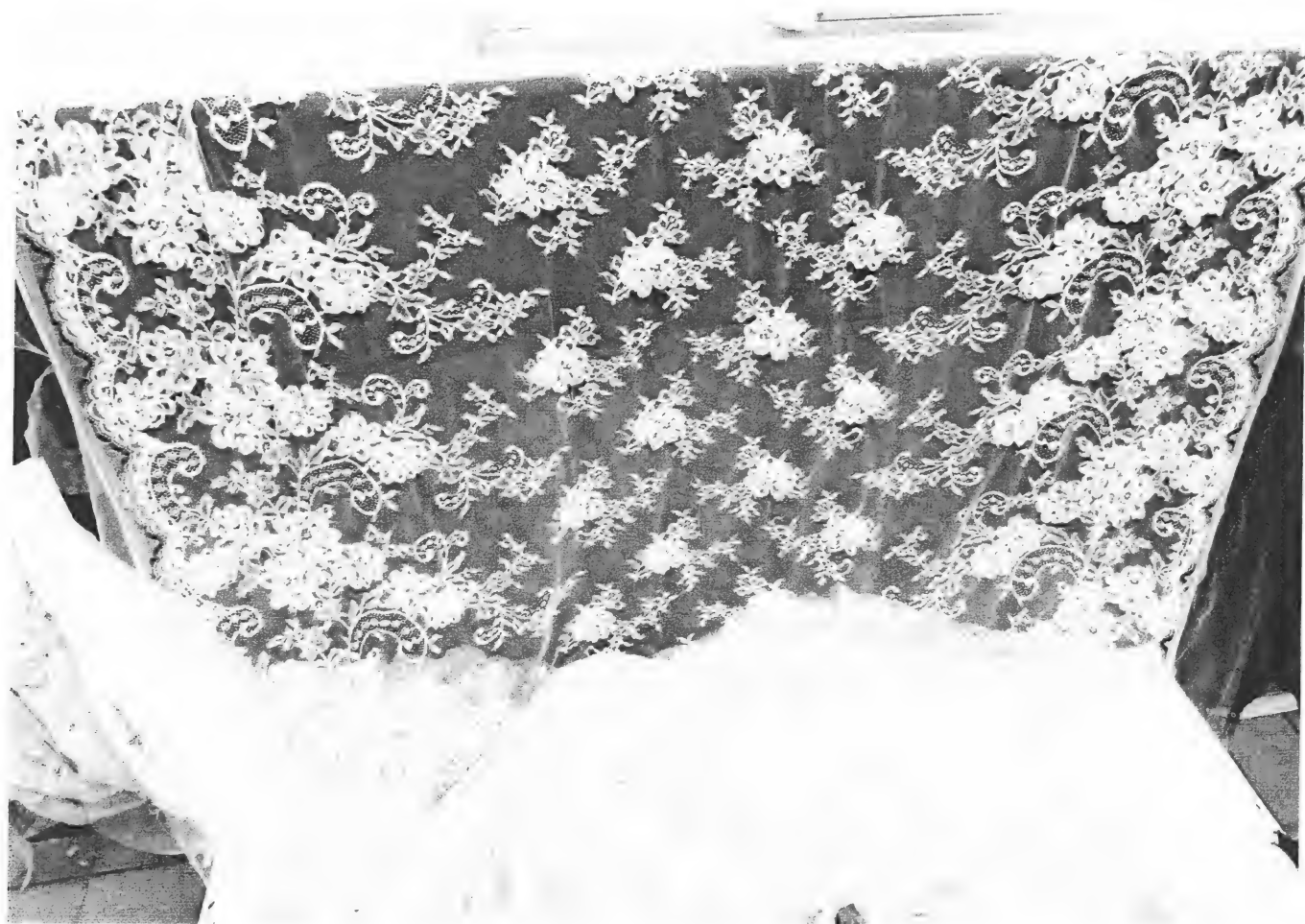
An infirmary (in accordance with the existing rules and regulations of the Ministry of Health concerned) will be set up in the factory compound and stocked with appropriate/adequate medicines. Qualified physicians/doctors will be engaged by the Company so that in emergency cases employees could be cured free of charge. In addition, a water purifier will be installed in the factory for staff drinking water.

5. Bonus

Annual bonus will be paid to all employees before the Myanmar New Year (Water Festival). The amount of bonus will depend on the performance of the employees.

All the employees' benefits mentioned above are some of the usual company policy and practices. Other benefits such as leave (medical leave, annual leave, etc.) would be drawn up and included in the employees' welfare plan according to the Labour Laws of the Republic of the Union of Myanmar. The Company will take extra care to oversee that the benefits provided by the Company do not fall short of those granted under the Labour Laws of the Republic of the Union of Myanmar.





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HINO 300 系列

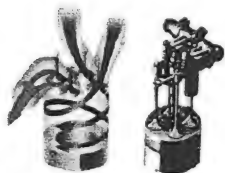


引領時代的霸氣車型、卓越超群的強悍馬力！HINO 300 系列，載著您滿滿的熱情與拼勁，做伙拼經濟，輕鬆賺大錢！

高性能引擎 超強悍馬力

低轉速、高馬力、高扭力，載重、爬坡一路領先！省油、省力性能最卓越，賺錢拼經濟就要靠實力！

寬座艙 **150ps/40.5kgm** 標準座艙 **136ps/36.5kgm**



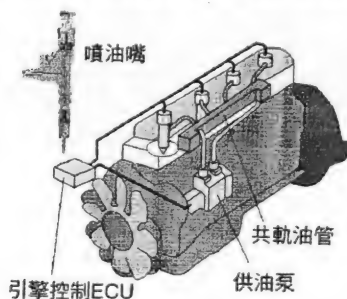
■ 4 缸 16 汽門引擎

HINO 採用十六汽門引擎（進氣門 X2 + 排氣門 X2）可提高進、排氣效率，在需要提高出力的車況下，提供充足的空氣量，使燃燒完全，節省油耗。

■ L4 柴油直噴式渦輪增壓附中間冷卻器

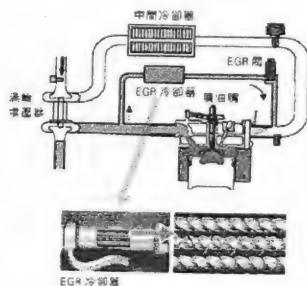
- 輸出馬力強勁，無論是高承載或爬坡，加速輕鬆順暢。
- 搭載 EGR（廢氣再循環系統），有效降低引擎排出的廢氣與黑煙污染。

■ 新世代高壓共軌噴射系統



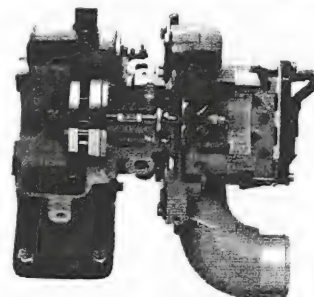
新開發 16 汽門共軌噴射柴油引擎，噴射壓力高達 1600kg/cm^2 ，柴油霧化更細密、燃燒更完全，讓每滴柴油都發揮最大效益，大幅提升省油效果並減少黑煙排放。

■ EGR 廢氣再循環系統



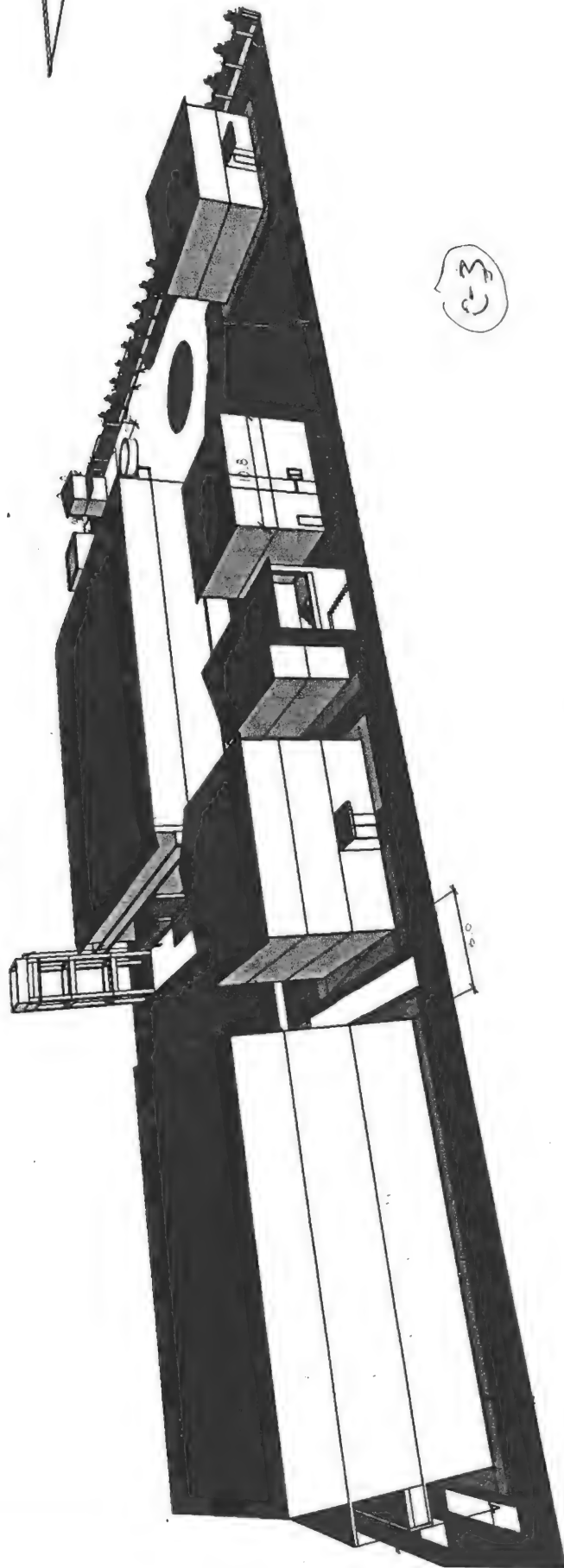
將引擎排出的廢氣，藉由螺旋狀的 EGR 冷卻器來冷卻，再導入燃燒室燃燒，使得汽缸內燃燒溫度降低， NOx 亦隨之降低。並增加空氣吸入密度，使燃燒更完全，有效降低黑煙排放。

■ 電子控制可變氣口式渦輪增壓器



ECU 依引擎轉速直接改變渦輪葉片角度而產生不同流速之進氣量，使引擎由低速至高速度範圍均可獲得精準與強大的增壓效果，讓引擎進氣更充足、低速運轉更平穩、高速衝刺更有力、油耗更節省。

圖為攝影用車 規格配備以實車為準



CS

No. 751063
編號



CR
2001 | C 3

COMPANIES ORDINANCE
(CHAPTER 32)

香港法例第32章
公司條例

CERTIFICATE OF INCORPORATION
公司註冊證書

I hereby certify that
本人謹此證明

I hereby certify that this certified copy document
is a true and complete copy of the Certificate of
Incorporation of Sun-Flower Lace (H.K.)
Company Limited filed with the Hong Kong
Companies Registry as evidenced by the
certificate of the Registrar of Companies endorsed
thereon by the Registrar of Companies HKSAR
on 30th day of July 2012.

SUN-FLOWER LACE (H.K.) COMPANY LIMITED
太陽花邊 (香港) 有限公司

John Lister Howell
JOHN LISTER HOWELL
Notary Public
Hong Kong SAR

is this day Incorporated in Hong Kong under the Companies Ordinance,
於本日在香港依據公司條例註冊成為

- 3 AUG 2012

and that this company is limited.
有限公司。

Issued by the undersigned on 21 March 2001.

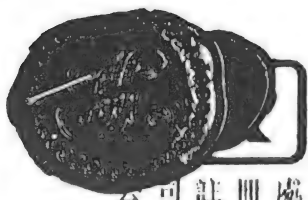
本證書於二〇〇一年三月廿一日簽發。

Miss R. Cheung
MISS R. CHEUNG

for Registrar of Companies
Hong Kong

香港公司註冊處處長

(公司註冊主任 張潔心 代行)



公司註冊處
Companies Registry

周年申報表 Annual Return

(《公司條例》第 107(1)條)
(Companies Ordinance s. 107(1))

表格
Form **AR1**

存案 Filed

重要事項 Important Notes

- 填表前請參閱《填表須知》。
請用黑色墨水列印。
- Please read the accompanying notes before completing this form.
Please print in black ink.

公司編號 Company Number

751063

1 公司名稱 Company Name

太陽花邊〔香港〕有限公司
SUN-FLOWER LACE (H.K.) COMPANY LIMITED

Note 8) 2 商業名稱 Business Name

(Nil)

I hereby certify that this certified copy document is a true and complete copy of the Annual Return (Form AR1) of Sun-Flower Lace (H.K.) Company Limited filed with the Hong Kong Companies Registry as evidenced by the certificate of the Registrar of Companies endorsed thereon by the Registrar of Companies HKSAR on 30th day of July 2012.

3 公司類別 Type of Company

請在適用的空格內加上 ✓ 號 Please tick the relevant box



有股本的私人公司

Private company having a share capital



其他

Others

John Lister Howell
JOHN LISTER HOWELL
Notary Public
Hong Kong SAR

- 3 AUG 2012

4 本申報表日期 Date of this Return

本申報表列載公司截至右列日期為止的資料
The information in this return is made up to

21

03

2012

日 DD

月 MM

年 YYYY

(如屬有股本的私人公司，本申報表應列載截至公司成立為法團的周年日期的資料。如屬其他公司，所列載的資料則應截至公司周年大會日期或以代替周年大會的書面決議的日期為止。)

For a private company having a share capital, the information in this return should be made up to the anniversary of the date of incorporation. For other companies, the information should be made up to the date of the annual general meeting (AGM) or the date of written resolution passed in lieu of AGM.)

Note 9) 5 註冊辦事處地址 Address of Registered Office

Unit 1111, 11/F., Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong.

Note 10) 6 電郵地址 E-mail Address

(Nil)

Note 3) 提交人的資料 Presentor's Reference

姓名 Name: Sheen Rise Secretarial Limited

地址 Address: Units 601-2, 6/F., Wai Fung Plaza, 664
Nathan Road, Mongkok, Kowloon, Hong Kong.

電話 Tel: 2388 0800 傳真 Fax: 2388 6300

電郵地址 E-mail Address:

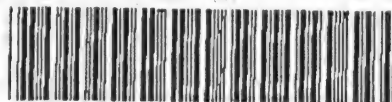
檔號 Reference:

Job No.: SI410016 (MASTER) Deadline: 02/05/2012

指明編號 2/2008 (修訂) (2008 年 7 月)

Specification No. 2/2008 (Revision) (July 2008)

請勿填寫本欄 For Official Use



22400674954
AR1L
26/03/2012

0751063

R1

公司編號 Company Number

751063

及押記 Mortgages and Charges

截至本申報表日期，所有須根據《公司條例》第 80 及第 82 條規定向公司註冊處處長登記的按揭及押記的未償還總額

Total amount outstanding as of the date of this return on all mortgages and charges which are required to be registered with the Registrar of Companies pursuant to sections 80 and 82 of the Companies Ordinance

(Nil)

Note 11) **8 無股本公司的成員數目 Number of Member(s) of a Company Not Having a Share Capital**
(有股本的公司無需填報此項 Company having a share capital need not complete this section)

截至本申報表日期的成員數目

Number of Member(s) as at the Date of this Return

N/A

Note 12) **9 股本 Share Capital**
(無股本的公司無需填報第 9 及第 10 項 Company not having a share capital need not complete sections 9 & 10)

截至本申報表日期 As at the Date of this Return					
股份類別 Class of Shares	法定股本 Authorized Share Capital	已發行股本 Issued Share Capital			
	總面值 Total Nominal Value †	已發行 股份數目 Number of Shares Issued (a)	每股已 發行股份 的面值 Nominal Value of Each Share Issued † (b)	已發行股份的 總面值 Total Nominal Value of Shares Issued † (a) x (b)	已發行股份的 已繳股款總值 (不包括溢價) Total Paid up Value of Shares Issued † (excluding premium)
Ordinary	HKD200,000.00	200,000	HKD1.00	HKD200,000.00	HKD200,000.00
總值 Total	HKD200,000.00	200,000		HKD200,000.00	HKD200,000.00

† 請註明貨幣單位(例如：港元、美元)
Please specify the currency (e.g. HKD, USD)

Note 13) 10 有股本公司的成員詳情 Details of Member(s) of a Company Having a Share Capital
(有股本的公司必須填報此項。如未能盡錄於下列表格內，請用續頁 A 填報。 Company having a share capital must complete this section. Use Continuation Sheet A if there is insufficient space.)

截至本申報表日期的成員詳情 Details of Member(s) as at the Date of this Return

股份類別 Class of Shares

Ordinary

姓名／名稱 Name	地址 Address	股份 Shares		備註 Remarks
		現時持有量 Current Holding	轉讓* Transferred*	
			數目 Number	日期 Date
許淑貞 Hsu Shu-Chen	8Fl., No. 24, Lane 24, Sec. 1, Huan Shan Road, Taipei, Taiwan, R.O.C.	120,000		
陳慶章 Chen Ching Chang	1Fl., No. 28, Lane 24, Sec. 1, Huan Shan Road, Taipei, Taiwan, R.O.C.	40,000		
許珍瑤 Hsu Chen Yao	4Fl., No. 11, Lane 203, Sec. 1, Nei Hu Road, Taipei, Taiwan, R.O.C.	40,000		
總數 Total		200,000		

* 如公司的股份自上一份周年申報表日期以來(如屬首份周年申報表，則自公司成立為法團以來)有任何轉讓，有關詳情亦請一併申報；股份受讓人的姓名／名稱請在「備註」一欄註明。

* If there have been any transfers of the company's shares since the date of the last annual return (or since incorporation if this is the first annual return), please also provide details of the transfers; the name of the transferee should be stated in the 'Remarks' column.

第三頁 Page 3

指明編號 2/2008 (修訂) (2008 年 7 月)

Specification No. 2/2008 (Revision) (July 2008)

11 秘書 Secretary

A. 個人秘書 Individual Secretary

(如超過一名個人秘書，請用續頁B填報 Use Continuation Sheet B if more than 1 individual secretary)

中文姓名
Name in Chinese (Blank Section)

英文姓名
Name in English

姓氏 Surname 名字 Other Names

前用姓名
Previous Names

別名
Alias

香港住址
Hong Kong Residential Address

Note 15) 電郵地址
E-mail Address

Note 16) 身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

b 護照
Passport

簽發國家 Issuing Country 號碼 Number

B. 法人團體秘書 Corporate Secretary

(如超過一名法人團體秘書，請用續頁B填報 Use Continuation Sheet B if more than 1 corporate secretary)

Note 17) 中文名稱
Name in Chinese 信昇秘書服務有限公司

Note 17) 英文名稱
Name in English Sheen Rise Secretarial Limited

Note 18) 香港地址
Hong Kong Address Units 601-2, 6/F., Wai Fung Plaza, 664 Nathan Road, Mongkok, Kowloon, Hong Kong.

Note 15) 電郵地址
E-mail Address (Nil)

公司編號 Company Number
(只適用於在香港註冊的法人團體)
(Only applicable to body corporate registered in Hong Kong) 442062

12 董事 Directors

A. 個人董事 Individual Director

(如超過一名個人董事，請用續頁 C 填報 Use Continuation Sheet C if more than 1 individual director)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

Note 19)

身份 ☒ 董事 ☐ 候補董事
Capacity Director Alternate Director

代替 Alternate to

(Nil)

中文姓名
Name in Chinese

許淑貞

英文姓名
Name in English

Hsu

Shu-Chen

姓氏 Surname

名字 Other Names

前用姓名
Previous Names

(Nil)

別名
Alias

(Nil)

Note 20)

住址
Residential
Address

8Fl., No. 24, Lane 24, Sec. 1, Huan Shan Road, Taipei,
Taiwan, R.O.C.

Taiwan

國家 Country

Note 21)

電郵地址
E-mail Address

(Nil)

Note 22)

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

(Nil)

b 護照
Passport

Taiwan

133080165

簽發國家 Issuing Country

號碼 Number

12 董事 Directors (續上頁 cont'd)

B. 法人團體董事 Corporate Director

(如超過兩名法人團體董事，請用續頁 D 填報 Use Continuation Sheet D if more than 2 corporate directors)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

Note 19)

1 身份 Capacity ☐ 董事 Director ☐ 候補董事 Alternate Director

代替 Alternate to

中文名稱
Name in Chinese

(Blank Section)

英文名稱
Name in English

23)

地址
Address

國家 Country

Note 21)

電郵地址
E-mail Address

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

Note 19)

2 身份 Capacity ☐ 董事 Director ☐ 候補董事 Alternate Director

代替 Alternate to

中文名稱
Name in Chinese

(Blank Section)

英文名稱
Name in English

Note 23)

地址
Address

國家 Country

Note 21)

電郵地址
E-mail Address

公司編號 Company Number

(只適用於在香港註冊的法人團體)

(Only applicable to body corporate registered in Hong Kong)

12 董事 Directors (續上頁 cont'd)

C. 備任董事 Reserve Director

(只適用於只有一名成員而該成員同時亦是唯一董事的私人公司 Only applicable to a private company with only one member who is also the sole director of the company)

中文姓名
Name in Chinese

(Blank Section)

英文姓名
Name in English

姓氏 Surname

名字 Other Names

前用姓名
Previous Names

別名
Alias

Note 20)

住址
Residential
Address

國家 Country

Note 21)

電郵地址
E-mail Address

Note 22)

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

b 護照
Passport

簽發國家 Issuing Country

號碼 Number

13 登記冊 Registers

公司備存下列登記冊的地址(如並非備存於第 5 項的註冊辦事處內)

Address where the following registers of the company are kept (if not kept at the registered office stated in Section 5)

登記冊 Register 地址 Address

a 成員登記冊
Register of Members

N/A

b 債權證持有人登記冊
(如有的話)
Register of Debenture
Holders (if any)

N/A

E Note 24) 14 隨本表格提交的帳目所涵蓋的會計期

Period Covered by Accounts Submitted with this Form

(私人公司無需填報此項 A private company need not complete this section)

日 DD	月 MM	年 YYYY
------	------	--------

至
To

日 DD	月 MM	年 YYYY
------	------	--------

15 證明書 Certificate

(此項證明只適用於私人公司。如不適用，請刪去此項。)

(This certificate should only be completed in respect of a private company. If not applicable, please delete.)

本人證明公司自上一份周年申報表日期以來(如屬首份周年申報表，則自成立為法團以來)，並無發出任何文件，邀請公眾人士認購公司任何股份或債權證；同時如成員數目於本申報表日期超過五十，則所超出的成員，全是根據《公司條例》第 29(1)(b)條不須計算入該五十名額內的人士。

I certify that the company has not, since the date of the last annual return (or since incorporation if this is the first annual return), issued any invitation to the public to subscribe for any shares or debentures in the company and that if the number of members is in excess of 50 as at the date of this return, the excess are persons who under section 29(1)(b) of the Companies Ordinance are not to be included in the calculation of 50.

E Note 25)

提示 Advisory Note

所有公司董事均應閱讀公司註冊處編製的《有關董事責任的非法定指引》的最新版本，並熟悉該指引所概述的董事一般責任。

All directors of the company are advised to read the latest version of the 'Non-Statutory Guidelines on Directors' Duties' published by the Companies Registry and acquaint themselves with the general duties of directors outlined in the Guidelines.

本申報表包括下列續頁。 This Return includes the following Continuation Sheet(s).

續頁 Continuation Sheet(s)	A	B	C	D
頁數 Number of pages	0	0	2	0

E Note 5) 簽署 Signed :

新永昌

26 MAR 2012

姓名 Name : Hsu Shu-Chen

董事 Director / 秘書 Secretary *

日期 Date :

日 DD / 月 MM / 年 YYYY

*請刪去不適用者 Delete whichever does not apply

本申報表日期 Date of Return

21	03	2012
日 DD	月 MM	年 YYYY

公司編號 Company Number

751063

個人董事詳情 (第 12A 項) Details of Individual Director (Section 12A)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

Note 19)

身份
Capacity

☒

董事
Director

☐

候補董事
Alternate Director

代替 Alternate to

(Nil)

中文姓名
Name in Chinese

陳慶章

英文姓名
Name in English

Chen

Ching Chang

姓氏 Surname

名字 Other Names

前用姓名
Previous Names

(Nil)

別名
Alias

(Nil)

Note 20)

住址
Residential Address

1Fl., No. 28, Lane 24, Sec. 1, Huan Shan Road,
Taipei, Taiwan, R.O.C.

Taiwan

國家 Country

Note 21)

電郵地址
E-mail Address

(Nil)

Note 22)

身份證明 Identification

a 香港身份證號碼
Hong Kong Identity Card Number

(Nil)

b 護照
Passport

Taiwan

M15607329

簽發國家 Issuing Country

號碼 Number

表格
Form

AR1

(續頁 C Continuation Sheet C)

本申報表日期 Date of Return

21	03	2012
----	----	------

日 DD 月 MM 年 YYYY

公司編號 Company Number

751063

個人董事詳情 (第 12A 項) Details of Individual Director (Section 12A)

請在適用的空格內加上 ✓ 號 Please tick the relevant box(es)

Note 19)

身份

Capacity

☒

董事

Director

☐

候補董事

Alternate Director

代替 Alternate to

(Nil)

中文姓名

Name in Chinese

許珍瑤

英文姓名

Name in English

Hsu	Chen Yao
-----	----------

姓氏 Surname

名字 Other Names

前用姓名

Previous Names

(Nil)

別名

Alias

(Nil)

Note 20)

住址

Residential
Address

4Fl., No. 11, Lane 203, Sec. 1, Nei Hu Road, Taipei, Taiwan, R.O.C.	Taiwan
--	--------

國家 Country

Note 21)

電郵地址

E-mail Address

(Nil)

Note 22)

身份證明 Identification

a 香港身份證號碼

Hong Kong Identity Card Number

(Nil)

b 護照

Passport

Taiwan	211311866
--------	-----------

簽發國家 Issuing Country

號碼 Number

指明編號 2/2008 (修訂) (2008 年 7 月)
Specification No. 2/2008 (Revision) (July 2008)

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF

SUN-FLOWER LACE (H.K.) COMPANY LIMITED
太陽花邊(香港)有限公司

Incorporated the 21st day of March, 2001.

I hereby certify that this printed copy document is
a true and complete copy of Memorandum and Articles
of Association of Sun-Flower Lace (H. K.) Company
Limited filed with the Hong Kong Companies Registry
as evidenced by a copy of the said Memorandum and
Articles of Association of Sun-Flower Lace (H.K.)
Company Limited obtained by a search made at Hong
Kong Companies Registry on 30th day of July 2012

HONG KONG

with which I have compared this said printed copy
document.

No. 751063

(COPY)
COMPANIES ORDINANCE
(CHAPTER 32)
CERTIFICATE OF INCORPORATION

John Lister Howell

JOHN LISTER HOWELL
Notary Public
Hong Kong SAR
10 AUG 2012

— *** —
I hereby certify that

SUN-FLOWER LACE (H.K.) COMPANY LIMITED
太陽花邊(香港)有限公司

is this day incorporated in Hong Kong under the Companies Ordinance, and that
this company is limited.

Issued by the undersigned on 21 March 2001.

(Sd.) MISS R. CHEUNG
.....
for Registrar of Companies
Hong Kong

THE COMPANIES ORDINANCE (CHAPTER 32)

Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

OF

SUN-FLOWER LACE (H.K.) COMPANY LIMITED
太陽花邊(香港)有限公司

First:- The name of the Company is "SUN-FLOWER LACE (H.K.) COMPANY LIMITED 太陽花邊(香港)有限公司".

Second:- The Registered Office of the Company will be situated in Hong Kong.

Third:- The objects for which the Company is established are:-

1. To establish and carry on all or any of the business of importers, exporters, agents, distributors, manufacturers, warehousemen, merchants, commission agents, contractors, store-keepers, carriers, manufacturers' representatives, commercial, industrial, financial and general agents, brokers, advisers and representatives, forwarding agents and traders both wholesale and retail or otherwise deal in goods, produce, raw materials, articles and merchandise in all its branches, and to create, manufacture, produce, import, export, buy, sell, barter, exchange, make advances upon or otherwise deal in goods, produce, commodities and merchandise of all kinds.
2. To invest in, hold, sell and deal with the stock, shares, bonds, debentures, debenture stock, obligations, notes and securities of any government, state, company, corporation or other body or authority; and to raise and borrow money by the issue of shares, stock, debentures, debenture stock, howsoever created and to underwrite any such issue.
3. To invest and deal with the moneys of the Company not immediately required in such manner as from time to time be determined and to hold, sell or otherwise deal with any investments made.
4. To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
5. To receive valuables or money on deposit with or without allowance or interest thereon.
6. To undertake and execute any trusts the undertaking whereof may seem desirable and also to undertake the office of executor, administrator, treasurer or registrar and to keep for any company, government, authority, or body any register relating to any stocks, funds, shares or securities or to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise.
7. To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, use in connection with the Company's business or any part thereof, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company, both real and personal.
8. To purchase or by any other means acquire and take options over any freehold, leasehold of other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property, and to carry on all or any of the business usually carried on by land companies, land investment companies, land and building mortgage companies and building and estate companies in their several branches.
9. To establish, construct, demolish, resite, rebuild, alter, furnish, improve, maintain, develop, manage, work, control, carry out, and superintend bonded warehouses, warehouses, godowns, stores, shops, dairies, offices, block of flats or offices, flats, houses, roads, hotels, clubs, restaurants, factories, works, places of amusement, buildings, and other works and conveniences of all kinds which may seem calculated directly or indirectly to advance the Company's interests or conducive to the objects of the Company, and to contribute or otherwise assist or take part in the construction, maintenance, development, management, carrying out, working, control and superintendence thereof.

25. To carry on the business of garage, service-station or filling-station proprietors, licensees or operators; or as vehicle manufacturers, assemblers, finishers or repairers; as dealers in oil, petroleum products or motor accessories of all kinds; or as motor, mechanical or electrical engineers.
26. To carry on all or any of the businesses of travel agents, ticket and booking agents, charter-flight travel contractors, and to facilitate tours and travel and to arrange hotel and accommodation booking and travellers-cheque and credit-card facilities and other facilities for tourists and travellers and to engage in all aspects of the travel and tourist industry.
27. To purchase or otherwise acquire and to carry on the business or businesses of ship owners, stevedores, wharfingers, carriers, forwarding agents, storage keepers, warehousemen, ship builders, dry-dock keepers, marine engineers, engineers, ship keepers, boat builders, ship and boat repairers, outfitters, brokers and agents, salvors, wreck raisers, divers, auctioneers, valuers and assessors.
28. To carry on all or any of the businesses of proprietors or licensees of restaurants, refreshment and tea rooms, hotels, bars for the sale of liquor, clubs, dance halls, cafes and milk and snack bars, and as caterers and contractors, in all their respective branches.
29. To carry on all or any of the businesses of knitters, weavers, spinners and manufacturers of and dealers in yarns, fabrics, make-ups or other types of textile products made from cotton, wool, silk, rayon, synthetic fibres, artificial silk, flax, hemp, linen, jute or other fibrous substances, bleachers, dyers, printers and finishers of the said products and substances, and makers of vitriol, bleaching and dyeing materials.
30. To carry on all or any of the business of costumiers and tailors, makers of underwear, shirt, singlet, nightwear, sportswear, or other kind of garments, makers of mantle, coat, jacket, doublet, waist-coat, robes or other sort of dress, corset, lingerie and brassiere makers, trimmings and lace makers, embroiderers, haberdashers and milliners, gloves, hosiers, makers of towels and napkins, makers of table-cover and table-cloth, furriers, and manufacturers of and dealers in any kind of textile make-up products.
31. To carry on all or any of the business of manufacturers, exporters, importers, repairers, designers, wholesalers, retailers, suppliers and agents of, and dealers in mechanical, electronic and electrical watches, clocks, timepieces and chronological instruments of all kinds and descriptions and all components parts and accessories thereof.
32. To carry on the business of manufacturers of, suppliers, repairers, programmers, advisers and dealers in electricals, electronics, computers, microcomputers, hardwares, softwares, accessories, motors, office and industrial appliances and equipments, and toys of all descriptions.
33. To carry on all or any of the businesses of setting up and designing Home/Web page; provision of product information online; and company profile online; promoting, advertising and publicizing designs of all kinds.
34. To carry on the businesses of production of all kinds of computer software and programming and to buy and sell all products and accessories which are computer related.
35. To manufacture plastic goods, articles and any other products in which some plastic parts are incorporated, and to make moulds, dies, tools and machinery for the production of plastic goods.
36. To build, establish, maintain, operate and own factories of all kinds.
37. To apply for, promote, and obtain Licence of any Government department or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
38. To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in Hong Kong or elsewhere, any patents, patent rights, brevets d'inventions, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
39. To enter into any arrangements with any Governments or authorities (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

52. To support and subscribe to any charitable or public object, and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary or associated company of the Company or holding company of the Company or of the predecessors in business of the Company or of any such subsidiary associated or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.
53. To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
54. To distribute among the Members of the Company in kind any property of the Company of any kind.
55. To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
56. To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company and to accept stock or shares in, or the debentures, mortgage debentures, or other securities of any other company in payment or part payment for any services rendered, or for any sale made to, or debt owing from, any such company.
57. To carry on all or any of the businesses of publishers, stationers, type-founders, book-binders, printers, photographers, film-processors, cine-film producers, and cartographers and to do all things necessary or convenient for carrying out such businesses or businesses of a character similar or analogous to the foregoing or any of them or connected herewith.
58. To establish, found, operate, own, support, or aid in the establishment, founding, operating, owning and supporting of schools, colleges, institutions or other educational establishments of whatsoever kind connected with or incidental to the promotion of any form of education, learning, cultural activity, sport or past-time amongst members of the public.

The objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

Fourth:- The liability of the Members is limited.

Fifth:- The Share Capital of the Company is HK\$200,000.00 divided into 200,000 shares of HK\$1.00 each with the power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without preference, priority or special privileges, or subject to any postponement of rights or to any conditions or restrictions and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

THE COMPANIES ORDINANCE (CHAPTER 32)

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

SUN-FLOWER LACE (H.K.) COMPANY LIMITED

太陽花邊(香港)有限公司

1. The regulations contained in Table "A" in the First Schedule to the Companies Ordinance (Chapter 32) shall apply to the Company save in so far as they are hereby specifically excluded or are inconsistent with the Articles herein contained. In particular, but without in any way limiting the generality of the foregoing, Clauses 11, 24, 25, 49, 55, 81, 86, 91 to 99 inclusive, 101 and 114, of Table "A" shall not apply or are modified as hereinafter appearing.
2. The Company shall be a private company and accordingly the following provisions shall have effect:-
 - (a) The number of Members for the time being of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this paragraph, be treated as a single Member.
 - (b) Any invitation to the public to subscribe for any shares or debentures or debenture stock of the Company is hereby prohibited.
 - (c) The right of transfer of shares shall be restricted as hereinafter provided.

SHARES

3. The Shares shall be under the control of the Directors who may subject to Section 57B of the Ordinance allot or otherwise dispose of the same to such person or persons on such terms and conditions and either at a premium or at par and with such rights and privileges annexed thereto and at such times as the Directors may think fit and with full power to give to any person the call of any shares either at par or at a premium during such time and for such consideration as the Directors think fit, and in particular such shares or any of them may be issued by the Directors with a preferential, deferred or qualified right to dividends, and with a special or qualified right of voting or without a right of voting. Any preference share may be issued on the terms that it is, or at the option of the Company is, liable to be redeemed.
4. The Company shall have the first and paramount lien upon all the shares registered in the name of each Member and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares.
5. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by Ordinance required, be bound to recognize any equitable or other claim to, or interest in, such shares on the part of any other person.

TRANSFER OF SHARES

6. The Directors may in their absolute discretion and without assigning any reason therefor, refuse to register a transfer of any share. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal as required by Section 69 of the Ordinance.

GENERAL MEETINGS

7. A General Meeting shall be held once in every year at such time (not being more than fifteen months or any shorter period required by the Companies Registry then in practice after the holding of the last preceding General Meeting) and place as may be prescribed by the Company in General Meeting and if

holding that office or of the fiduciary relationship thereby established. Provided always that each Director shall forthwith disclose the nature of his interest in any contract or arrangement in which he is interested as required by and subject to the provisions of the Ordinance.

(b) Provided such disclosure is made as aforesaid, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and to be counted in the quorum present at the meeting at which such contract or arrangement is considered.

(c) Any Director may continue to be or become a director, managing director, manager or other officer or member of any other company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such other company. The Directors may exercise the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manners in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them, directors, managing directors, managers or other officers of such company), and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or be about to be appointed, a director, managing director, manager or other officer of such company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

(d) A general notice to the Director by a Director that he is to be regarded as interested in any contract or arrangement which may be made with any specified person, firm or corporation after the date of such notice shall be a sufficient declaration of interest in relation to any contract or arrangement so made, provided that no such notice shall be of effect unless it is given before the date on which the question of entering into the contract is first taken into consideration on behalf of the Company.

POWERS OF DIRECTOR

17. The Directors, in addition to the powers and authorities given by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company in General Meeting subject nevertheless to the provisions of the Companies Ordinance (Chapter 32), to these Articles, and to any regulations from time to time made by the Company in General Meetings, provided that no such regulation so made shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

18. Without prejudice to the general powers conferred by the preceding Article and the other powers conferred by these Articles, it is hereby expressly declared that the Directors shall have the following powers that is to say, power :-

- (a) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (b) To purchase or otherwise acquire for the Company or sell or otherwise dispose of any property, rights or privileges which the Company is authorized to acquire at such price and generally on such terms and conditions as they shall think fit.
- (c) To engage, suspend or dismiss the employees of the Company, and to fix and vary their salaries or emoluments.
- (d) To institute, conduct, defend, compromise or abandon any legal proceedings by or against the Company or its officers, or otherwise concerning the affairs of the Company, also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.
- (e) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.
- (f) To make and give receipts, releases and other discharges for moneys payable to the Company, and for claims and demands of the Company.
- (g) To invest, lend or otherwise deal with any of the moneys or property of the Company in such manner as they think fit having regard to the Company's Memorandum of Association and from time to time to vary or realize any such investment.
- (h) To borrow money on behalf of the Company, and to pledge, mortgage, charge or hypothecate all or any of the property, present and future, and all or any of the uncalled capital for the time being of the Company.
- (i) To open a current account with themselves for the Company and to advance any money to the Company with or without interest and upon such terms and conditions as they shall think fit.

DEEDS, CONTRACTS, CHEQUES ETC.

21. All deeds, contracts, cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, shall be made, signed, drawn, accepted and endorsed, or otherwise executed by one director or by the person or persons from time to time authorized by a resolution of the Board of Directors.

THE SEAL

22. (a) The Seal of the Company shall be kept by the Board of Directors and shall not be used except with their authority.
- (b) Every document required to be sealed with the Seal of the Company shall be deemed to be properly executed if sealed with the Seal of the Company and signed by the Chairman of the Board, or such person or persons as the Board may from time to time authorized for such purpose.

RESERVED FUND

23. The Company in General Meeting may before declaring any dividend or bonus in respect of any class of shares out of or in respect of the earnings or profits of the Company for any yearly or other period cause to be reserved or retained and set aside out of such profits such sum as may then be determined to form a Reserve Fund to meet contingencies or depreciation in the value of the property of the Company or for equalizing dividends or for repairing, improving and maintaining the property of the Company providing against losses, meeting claims on or liabilities of the Company or for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company.
24. All moneys carried to the Reserve Fund and all other moneys of or borrowed by the Company while and immediately applicable or required for any payment to be made by the Company may be either employed in the business of the Company without being kept separate from the other assets, or be invested by the Directors upon such securities (other than the purchase of or a loan upon shares of the Company) as the Directors may from time to time think proper with power for them from time to time to deal with and vary such investments and to dispose of all or any part thereof for the benefit of the Company and divide the Reserve Fund into such special funds re-transfer the Reserve Fund or any part thereof to the credit of profit and loss account or otherwise deal with the same as they may think fit.

CAPITALIZATION

25. (a) The Company in General Meeting may upon the recommendation of the Board resolve that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed as fully paid up to and amongst such members in the proportions aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution: Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
- (b) Whenever such a resolution as aforesaid shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully-paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such members.

SECRETARY

26. The Directors may from time to time by resolution appoint or remove a Secretary. In the event that the secretary appointed is a corporation or other body, it may act and sign by the hand of any one or more of its directors or officers duly authorized. The First Secretary of the Company shall be Sheen Rise Secretarial Limited.

SUN-FLOWER LACE (H.K.) COMPANY LIMITED
REPORTS AND FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2011

This apostille only certifies the signature, the capacity of the signatory and the seal or stamp it bears. It does not certify the content of the document for which it is issued.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Hong Kong, China
This public document
2. has been signed by Howell John Lister
3. acting in the capacity of Notary Public
4. bears the seal/stamp of Howell John Lister

Certified

5. at High Court 6. the 15 AUG 2012
7. by Andy Ho
Registrar, High Court
8. No 16650 / 2012
9. Seal/stamp 10. Signature: Andy Ho



I hereby certify that this copy
is a true and complete copy of
the original (or a properly
certified copy of the original)
Dated - 3 AUG 2012

Howell John Lister

JOHN LISTER HOWELL
Notary Public
Hong Kong SAR

No. 220/2012
Seen at the Consulate-General of
the Union of Myanmar, Hong Kong
for legalization of the signature of
Andy Ho
and the official seal of the High
Court, Hong Kong.

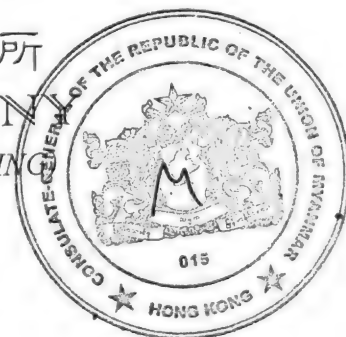
Wint Mon Htun
for Consul-General

WINT MON HTUN
CONSUL

Dated: 17.8.2012
Hong Kong



陳業文會計師事務所
NORMAN CHAN & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS (PRACTISING)
HONG KONG



FLOWER LACE (H.K.) COMPANY LIMITED
DIRECTORS' REPORT

The directors have pleasure in presenting herewith to shareholders their report together with the audited financial statements of the Company for the year ended 31 December 2011.

PRINCIPAL ACTIVITIES

During the year, the Company was engaged principally in general trading and acted as a buying agent.

RESULTS AND APPROPRIATIONS

The results of the Company for the year ended 31 December 2011 and the state of the Company's affairs at that date are set out in the annexed financial statements. The directors do not recommend the payment of a dividend for the year ended 31 December 2011.

PLANT AND EQUIPMENT

Movements in plant and equipment during the year are set out in note (7) to the financial statements.

SHARE CAPITAL

Details of share capital are set out in note (10) to the financial statements.

DIRECTORS

During the year, the following persons were directors of the Company: -

Hsu Shu Chen
Hsu Chen Yao
Chen Ching Chang

There being no provision to the contrary in the Company's Articles of Association, all directors continue in office.

DIRECTORS' INTERESTS

During the year, the Company received handling income of HK\$1,860,000 (2010: HK\$1,860,000) from a related company in which the directors have equity interest.

Save as mentioned above, no other contract of significance to which the Company was a party and in which a director of the Company had a material interest, whether directly or indirectly, subsisted at the end of the year or at any time during the year.

At no time during the year was the Company a party to any arrangements to enable the directors of the Company to acquire benefits by means of the acquisition of shares in, or debentures of, the Company or any other body corporate.

AUDITOR

The auditor, Messrs. Norman Chan & Company, Certified Public Accountants, now retire and, being eligible, offer themselves for re-appointment.

On behalf of the Board



Chairman
Hong Kong, 19 June 2012.



陳 業 文 會 計 師 事 務 所
NORMAN CHAN & COMPANY

Certified Public Accountants (Practising)

**INDEPENDENT AUDITOR'S REPORT
TO THE SHAREHOLDERS OF SUN-FLOWER LACE (H.K.) COMPANY LIMITED**
(Incorporated in Hong Kong with limited liability)

Report on the Financial Statements

We have audited the financial statements of Sun-Flower Lace (H.K.) Company Limited ("the Company") set out on pages 3 to 9, which comprise the balance sheet as at 31 December 2011, and the income statement for the year then ended, and a summary of significant accounting policies and other explanatory information.

Directors' responsibility for the financial statements

The directors are responsible for the preparation of these financial statements in accordance with the Small and Medium-sized Entity Financial Reporting Standard (SME-FRS) issued by the Hong Kong Institute of Certified Public Accountants, and for such internal control as the directors determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In addition, section 141D of the Companies Ordinance requires that the balance sheet together with the notes thereon should be prepared in accordance with the requirements of the Eleventh Schedule to that Ordinance.

Auditor's responsibility

It is our responsibility to express an opinion on these financial statements based on our audit and to report our opinion solely to you, as a body, in accordance with section 141 of the Hong Kong Companies Ordinance and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report. We conducted our audit in accordance with Hong Kong Standards on Auditing and with reference to PN900 (Clarified) "Audit of Financial Statements Prepared in Accordance with the Small and Medium-sized Entity Financial Reporting Standard" issued by the Hong Kong Institute of Certified Public Accountants. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance as to whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the directors, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements of the Company for the year ended 31 December 2011 are prepared, in all material respects, in accordance with the SME-FRS. In addition, in our opinion the balance sheet together with the notes thereon is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as at 31 December 2011 according to the best of our information and explanations given to us, and as shown by the books of the Company.

Report on other matters under section 141D of the Hong Kong Companies Ordinance

We report that we have obtained all the information and explanations which we have required.

Norman Chan & Company
Certified Public Accountants (Practising)
Hong Kong, 19 June 2012.

- 2 -

IN-FLOR LACE (H.K.) COMPANY LIMITED
INCOME STATEMENT
FOR THE YEAR ENDED 31 DECEMBER 2011

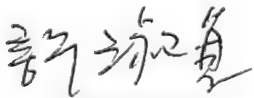
	Notes	2011 HK\$	2010 HK\$
Revenue	4	1,860,000	1,860,000
Cost of sales		-	-
Gross profit		1,860,000	1,860,000
Operating and administrative expenses		(1,589,117)	(1,458,009)
Profit before tax	5	270,883	401,991
Taxation	6	(45,792)	(66,573)
Profit after tax		225,091	335,418

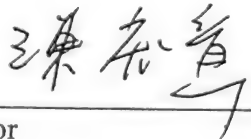
The accompanying notes form an integral part of these financial statements.

IN-FLOR LACE (H.K.) COMPANY LIMITED
BALANCE SHEET
AS AT 31 DECEMBER 2011

	Notes	2011 HK\$	2010 HK\$
ASSETS AND LIABILITIES			
Non-current assets			
Plant and equipment	7	8,792	8,065
Current assets			
Rental and utility deposits		201,599	188,923
Amount due from a related company	8	235,775	-
Tax prepaid		20,781	-
Cash and bank balances		1,151,087	1,675,648
		<u>1,609,242</u>	<u>1,864,571</u>
Current liabilities			
Amount due to a related company	9	-	464,873
Accrued expenses		154,424	148,766
Provision for taxation		-	20,478
		<u>154,424</u>	<u>634,117</u>
Net current assets		<u>1,454,818</u>	<u>1,230,454</u>
NET ASSETS		<u>1,463,610</u>	<u>1,238,519</u>
EQUITY			
Share capital	10	200,000	200,000
Retained earnings		1,263,610	1,038,519
		<u>1,463,610</u>	<u>1,238,519</u>

Approved by the Board of Directors on 19 June 2012.


 Director


 Director

The accompanying notes form an integral part of these financial statements.

UN-FLOWER LACE (H.K.) COMPANY LIMITED
NOTES TO THE FINANCIAL STATEMENTS

1. GENERAL

The Company is a private limited company incorporated in Hong Kong under the Companies Ordinance. The Company's registered office is located at Unit 1111, 11/F., Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong. The principal activities of the Company is trading and acted as a buying agent.

2. BASIS OF PREPARATION OF FINANCIAL STATEMENTS

The Company qualifies under the Companies Ordinance to prepare and present its financial statements in accordance with section 141D of that Ordinance. The Company's shareholders have unanimously agreed in writing to apply section 141D with respect to the Company's financial statements for the year ended 31 December 2011.

These financial statements comply with the Small and Medium-sized Entity Financial Reporting Standard issued by the Hong Kong Institute of Certified Public Accountants and have been prepared under the accrual basis of accounting and on the basis that the Company is a going concern.

The measurement base adopted is the historical cost convention.

3. PRINCIPAL ACCOUNTING POLICIES

a. Plant and equipment

Plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

The depreciable amount of a property, plant and equipment is allocated on a systematic basis over its estimated useful life using the straight-line method. The principal annual rates used for depreciation are as follows:

Leasehold improvement	20%
Furniture and fixtures	20%
Office equipment	20%

b. Impairment of assets

An assessment is made at each balance sheet date to determine whether there is any indication of impairment or reversal of previous impairment, including items of plant and equipment. In the event that an asset's carrying amount exceeds its recoverable amount, the carrying amount is reduced to recoverable amount and an impairment loss is recognized in the income statement. A previously recognized impairment loss is reversed only if there has been a change in the estimates used to determine the recoverable amount. However not to amount higher than the carrying amount that would have been determined (net of amortization or depreciation), had no impairment losses been recognized for the asset in prior periods.

c. Trade and other receivables

Trade and other receivables are stated at estimated realizable value after each debt has been considered individually. Where the payment of a debt becomes doubtful a provision is made and charged to the income statement.

3. PRINCIPAL ACCOUNTING POLICIES – Continued

d. Taxation

Income tax expense represents current tax expense. The income tax payable represents the amounts expected to be paid to the taxation authority, using the tax rates (and tax laws) that have been enacted or substantively enacted by the balance sheet date.

Deferred tax is not provided.

e. Operating leases

Rental expenses under operating leases are accounted in the income statement on a straight line basis over the lease terms.

f. Foreign currency translation

Transactions in foreign currencies are translated at exchange rates ruling at the transaction dates. Monetary assets and liabilities expressed in foreign currencies at the balance sheet date are translated at rates of exchange ruling at the balance sheet date. Exchange differences arising in these cases are dealt with in the income statement.

g. Retirement benefits scheme

The retirement benefit costs charged in the income statement represent the contribution payable in respect of current year to the Mandatory Provident Fund Scheme ("MPF Scheme") in Hong Kong.

h. Related party

A party is related to an entity if:

- (a) Directly, or indirectly through one or more intermediaries, the party:
 - (i) Controls, is controlled by, or is under common control with, the entity (this includes parents, subsidiaries and fellow subsidiaries);
 - (ii) has an interest in the entity that gives it significant influence over the entity; or
 - (iii) has joint control over the entity;
- (b) the party is an associate of the entity;
- (c) the party is a joint venture in which the entity is a venturer;
- (d) the party is a member of the key management personnel of the entity or its parent;
- (e) the party is a close member of the family of any individual referred to in (a) or (d); or
- (f) the party is an entity that is controlled, jointly controlled or significantly influenced by, or for which significant voting power in such entity resides with, directly or indirectly, any individual referred to in (d) or (e).

FLOWER LACE (H.K.) COMPANY LIMITED
NOTES TO THE FINANCIAL STATEMENTS

3. PRINCIPAL ACCOUNTING POLICIES – Continued

i. Revenue

Revenue represents gross invoiced sales to third parties and handling income received or receivable.

j. Revenue recognition

Revenue is recognised when it is probable that the economic benefits will flow to the Company and when the revenue can be measured reliably on the following basis:

(i) Revenue from trade is recognized when goods are delivered and title of the goods passed to customers.

(ii) Handling income is recognized when services are provided.

4. REVENUE

	2011 HK\$	2010 HK\$
Handling income	1,860,000	1,860,000

5. PROFIT BEFORE TAX

	2011 HK\$	2010 HK\$
Profit before tax is arrived at after charging:		
Auditor's remuneration	14,000	14,000
Depreciation	7,171	5,592
Directors' remuneration		
Fees	-	-
Others	-	-
Operating lease charges on land and buildings	384,340	372,804
Staff cost	870,635	767,745

6. TAXATION

Hong Kong profits tax has been provided at the rate of 16.5% (2010 : 16.5%) on the estimated assessable profits arising in Hong Kong during the year.

	2011 HK\$	2010 HK\$
Tax charge for the year	45,792	66,573

N-FLOWER LACE (H.K.) COMPANY LIMITED
NOTES TO THE FINANCIAL STATEMENTS

7. PLANT AND EQUIPMENT

	Leasehold improvement HK\$	Furniture and fixtures HK\$	Office equipment HK\$	Total HK\$
Cost				
At 1 January 2011	76,850	16,860	58,209	151,919
Additions	-	-	7,898	7,898
At 31 December 2011	76,850	16,860	66,107	159,817
Aggregate depreciation				
At 1 January 2011	76,080	15,368	52,406	143,854
Charge for the year	770	746	5,655	7,171
At 31 December 2011	76,850	16,114	58,061	151,025
Net book value				
At 31 December 2011	-	746	8,046	8,792
At 31 December 2010	770	1,492	5,803	8,065

8. AMOUNT DUE FROM A RELATED COMPANY

Details of amount due from a related company required to be disclosed pursuant to Section 161B of the Companies Ordinance are as follows:

Name of related company	: Wedtex Industrial Corporation
Term of loan	: Repayable on demand
Interest rate	: Interest free
Security	: Nil
Balance at the beginning of the year	: HK\$Nil
Balance at the end of the year	: HK\$235,775
Maximum amount outstanding during the year	: HK\$235,775

9. AMOUNT DUE TO A RELATED COMPANY

The amount due to a related company is interest free, unsecured and repayable on demand.

10. SHARE CAPITAL

	2011 HK\$	2010 HK\$
Authorised, issued and fully paid:		
200,000 ordinary shares of HK\$1 each	200,000	200,000

AN-FLOWER LACE (H.K.) COMPANY LIMITED
NOTES TO THE FINANCIAL STATEMENTS

11. CHANGES IN EQUITY

	Share capital HK\$	Retained earnings HK\$	Total HK\$
At 1 January 2010	200,000	703,101	903,101
Net profit for the year	-	335,418	335,418
At 31 December 2010	200,000	1,038,519	1,238,519
Net profit for the year	-	225,091	225,091
At 31 December 2011	200,000	1,263,610	1,463,610

12. OPERATING LEASE COMMITMENTS

As at balance sheet date, the Company had commitments under operating leases to make payments on land and buildings as follows:

	2011 HK\$	2010 HK\$
Within one year	411,600	117,201
In the second to the fifth year inclusive	514,500	-
	<u>926,100</u>	<u>117,201</u>

13. RELATED PARTY TRANSACTIONS

During the year, the Company entered into the following transactions with related parties in the ordinary course of its business. In the opinion of the directors, these transactions were conducted on an arm's length basis.

	2011 HK\$	2010 HK\$
Handling charge received	<u>1,860,000</u>	<u>1,860,000</u>

AN-FLOWER LACE (H.K.) COMPANY LIMITED
DETAILED PROFIT AND LOSS ACCOUNT
FOR THE YEAR ENDED 31 DECEMBER 2011
(For management information purposes only)

	2011 HK\$	2010 HK\$
Income		
Handling income	1,860,000	1,860,000
Operating and administrative expenses		
Accounting fee	22,800	22,800
Advertising expenses	2,100	600
Audit fee	14,000	14,000
Bank charges	1,950	4,840
Building management fee	94,886	94,886
Business registration fee	450	450
Cleaning expenses	13,968	15,073
Depreciation	7,171	5,592
Electricity and water	13,593	13,125
Entertainment	12,662	12,467
Insurance	6,035	6,035
Professional fee	22,372	-
License fee	718	718
Local travelling	6,001	9,122
Mandatory provident fund contribution	32,352	31,430
Overseas travelling	30,135	29,015
Postage and courier	140	280
Printing and stationery	30,094	44,896
Rent and rates	401,377	388,494
Repairs and maintenance	1,100	200
Salaries and allowances	769,251	730,237
Secretarial fee	2,500	2,700
Staff messing and welfare	69,032	6,078
Sundry expenses	3,086	1,853
Telephone	31,344	23,118
	1,589,117	1,458,009
Profit before tax	270,883	401,991



Company No. : 751063

SUN-FLOWER LACE (H.K.) COMPANY LIMITED

太陽花邊〔香港〕有限公司

(Incorporated in Hong Kong (SAR))

(the "Company")

WRITTEN RESOLUTIONS OF THE MEMBERS made pursuant to the provisions of Articles of Association of the Company in lieu of the **ANNUAL GENERAL MEETING** for 2012:-

DIRECTORS' REPORT AND AUDITED ACCOUNTS

RESOLVED THAT the audited Statement of Accounts of the Company for the year ended 31 December 2010, together with the Directors' Report thereon, presented by the Directors to Shareholders be and are hereby received.

DIRECTORATE

RESOLVED THAT all the existing Directors would continue in office until the next Annual General Meeting by virtue of the provisions of the Articles of Association of the Company.

Accordingly, members of the Board of Directors until the next Annual General Meeting are:-

Hsu Shu-Chen 許淑貞

Chen Ching Chang 陳慶章

Hsu Chen Yao 許珍瑤

AUDITOR

RESOLVED THAT Messrs Norman Chan & Company 陳業文會計師事務所, the existing Auditors of the Company, being eligible and offering themselves for re-appointment, be and are hereby appointed Auditors of the Company and to hold office until the conclusion of the next Annual General Meeting, at a fee to be fixed by the Directors.

Dated : 21 March 2012

Hsu Shu-Chen 許淑貞
Member

Chen Ching Chang 陳慶章
Member

Hsu Chen Yao 許珍瑤
Member

I hereby certify that this copy
is a true and complete copy of
the original (or a properly
certified copy of the original)
Dated - 3 AUG 2012

JOHN LISTER HOWELL
Notary Public
Hong Kong SAR

This apostille only certifies the signature, the capacity of the signatory and the seal or stamp it bears. It does not certify the content of the document for which it is issued.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Hong Kong, China

This public document

2. has been signed by Howell John Lister

3. acting in the capacity of Notary Public

4. bears the seal/stamp of Howell John Lister

Certified

5. at High Court

6. the 15 AUG 2012

7. by Andy Ho

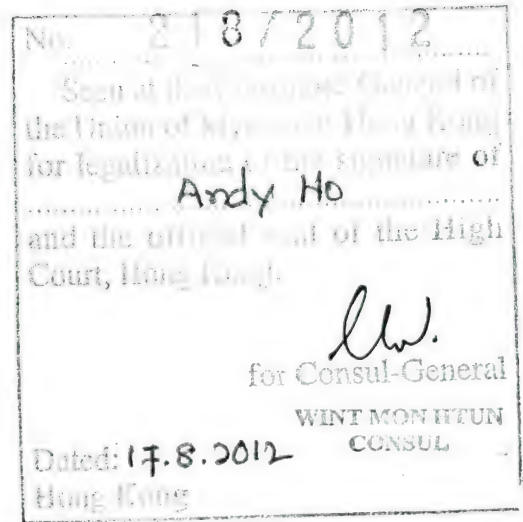
Registrar, High Court

8. No 16647 / 2012

9. Seal/stamp

10. Signature:

Andy Ho



CHAPTER IV

INFRASTRUCTURE, UTILITIES AND SERVICES

The Lessor shall provide the following Infrastructure, Utilities and Services for the Lessee.

A. Infrastructure

- a) Roads, sidewalks;

An arterial road, 8 m wide, with concrete paved surface and 3 m wide paved sidewalks on both sides of the road.

Secondary roads, 7 m wide, with a concrete paved surface and 1.5 m wide paved sidewalks on both sides of the road.

- b) Tube wells, water tanks and water supply pipes running alongside each road with a supply capacity of 5,000 m³/ day for Phase 1 and pressure of 0.5 kg/ cm²;
- c) Waste Water Treatment Plant and sewer pipes running alongside each road with a treatment capacity of 5,000 m³/ day for Phase 1. In addition, a laboratory for the determination of water quality will be installed;
- d) Drainage ditches at both sides of each road;
- e) Electric power lines (33 kV) and related facilities in the MIP, supplied and maintained by the MEPE;
- f) Telecommunication/facsimile network using the service of the MPT;
- g) Street lights at every 30 m alongside the arterial and secondary roads;
- h) Fire hydrants placed alongside roads at 200m intervals;
- i) Industrial estate security system including security station and security fence around the circumference of the MIP;
- j) Landscaping;
- k) The MIP management office;
- l) Public green open spaces;

With regard to the above Infrastructure, the Lessee shall be charged the Management Fees pursuant to the item e) of Chapter VI B.

B. Utilities

- a) Water from tube wells, stored in water tanks for delivery to the Lessee;
- b) Processing of Waste Water, discharged by the Lessee of the MIP, at the Waste Water Treatment Plant;

The Waste Water Treatment Plant shall process the Waste Water, to meet the requirements of the Government; and then discharge the treated water at the designated point;

- c) Utilities (other than the Industrial Water), such as telephone and electric power installations, made available to the Lessee by the MPT and the MEPE respectively.

The Lessor shall provide the above Utilities on the terms and conditions contained in the Conditions and the Lessee shall be charged the Utilities Charges for such Utilities at the rate in the price list to be provided by the Lessor and/or the related agencies such as the MEPE and the MPT from time to time.

C. Services

- a) Maintenance of roads, sidewalks, street lights, drainage, landscaping and cleaning of public areas;
- b) Fire fighting services in co-ordination with the regional fire-fighting unit and/or Lessee's own fire-fighting unit;
- c) Maintenance of security and order at the MIP in co-ordination with the Lessee's own security;

The above items of a), b) and c) are to be covered by the Management Fees.

- d) Assistance to foreign Lessees in seeking local partners;
- e) Assistance to the Lessee in obtaining investment approval from the concerned authority;
- f) Assistance to the Lessee in the preparation of and procurement of the Building Permit, including the preparation of documents;
- g) Assistance to the Lessee for the procurement of design and construction services;

- h) Assistance to the Lessee for the procurement of packing services, warehouse services, container services and forwarding services, including transportation to/from the seaport/dryport;
- i) Recruitment advice for the Lessee requiring additional manpower;
- j) Assistance to the Lessee for the procurement of work permits for foreign manpower.

For the above items of d) through j), the Lessee shall be charged the Service Fees at the rate in the price list to be provided by the Lessor from time to time.

CHAPTER V

RIGHTS AND OBLIGATIONS OF THE LESSOR

A. Rights

The Lessor shall be entitled to:

- a) Prohibit the Lessee from operating on the Land if the type of industry does not comply with the criteria as specified in Chapter III of the Conditions;
- b) Impose sanctions upon any Lessee violating the provisions of the Sub-Lease Agreement and/or the provisions herein in accordance with the Sub-Lease Agreement and/or Chapter XI of the Conditions;
- c) Make necessary amendments to parts of the Conditions, giving at least one month's prior notice to the Lessee before the amendment is made;
- d) Collect the annual Land Rent under the Sub-Lease Agreement, Utilities Charges, Service Fees and Management Fees from the Lessee;
- e) Receive reports once a month on the results of monitoring the quality of the Waste Water produced by the Lessee;
- f) Check air, noise and waste water emissions without prior notice to the Lessee;
- g) Co-ordinate the distribution of all contributions by the Lessee to the Government agencies or to any other agencies;
- h) Manage the overall security and order at the MIP.

B. Obligations

The Lessor shall be obliged to:

- a) Protect the Lessee from any conflicts with other parties arising in respect of the Land;
- b) To provide the Lessee with Infrastructure, Utilities and Services specified in Chapter IV of the Conditions;
- c) Maintain Infrastructure at the MIP, specified in Chapter IV of the Conditions, in optimal operational condition;
- d) Maintain security and order at the MIP.

CHAPTER VI

RIGHTS AND OBLIGATIONS OF THE LESSEE

A. Rights

The Lessee of the MIP shall be entitled to:

- a) Utilise the Land in compliance with the provisions as specified in the Business Permit and Building Permit;
- b) Obtain the Approval Letter for Construction from the Lessor;
- c) Obtain technical advice from the Lessor relating to the Infrastructure, Utilities and Services provided by the Lessor as explained in Chapter IV;
- d) Utilise the Services provided by the Lessor pursuant to Chapter IV C of the Conditions.

B. Obligations

The Lessee of the MIP shall be obliged to:

- a) Obtain the Business Permit and Building Permit issued by the competent authority;
- b) Comply with the Building Codes and requirements of authorities concerned, regarding the requirements for sanitation and lighting in the work place;
- c) Comply with the terms and requirements of the Construction Codes contained in the Conditions;
- d) Construct the Facilities within the period specified in the Approval Letter for Construction;
- e) Pay the Management Fees for the maintenance of the Infrastructure and Services mentioned in items a) through c) of Chapter IV C of the Conditions;

The Management Fees for the first year shall be calculated on a monthly basis from, and inclusive of, the month in which the date of the Physical Delivery of the Land falls, up to the end of that year, and shall be paid within 30 days after the date of the Physical Delivery of the Land.

Payment for the subsequent years shall be made annually on or before the first Myanmar's working day of January of each year.

The amount of the Management Fees shall be US\$ 0.04 per m² per month, reviewed every year by the Lessor, and adjusted according to the levels of future costs and expenses.

- f) Pay the Utilities Charges for the Utilities;
- g) Pay the Service Fees for the Services mentioned in the items of d) through j) of Chapter IV C of the Conditions;
- h) Pay costs to remedy damages to any Infrastructure and/or Services of the MIP caused by the Lessee and/or any other parties for which the Lessee is responsible;
- i) Pay the Land Rent, property taxes and other costs and expenses, relating to utilisation of the Land commencing from the month in which the date of the Physical Delivery of the Land falls;
- j) Construct a Primary Waste Water Treatment Plant on the Land in order that the treated Waste Water quality complies with the requirements specified in the Environmental Codes of the Conditions. The construction of a Primary Waste Water Treatment Plant shall be in accordance with the Construction Codes contained in the Conditions;
- k) Monitor the quality of treated Waste Water at the Lessee's discharge points and submit a report regarding the result of such monitoring to the Lessor once a month. Failure to comply with this provision shall result in sanctions (specified in the Chapter XI);
- l) Exercise control of gas and dust emissions (if any) until final discharged levels comply with the requirements mentioned in the Environmental Codes contained in the Conditions;
- m) Control the level of noise in accordance with the Environmental Codes contained in the Conditions;
- n) Manage Toxic and Hazardous Substances (if any) in accordance with the Environmental Codes contained in the Conditions;
- o) Construct a drainage system (within the Land area) in accordance with the Construction Codes contained in the Conditions;

- p) Comply with the terms and conditions of work, health and safety in accordance with the laws and regulations of the Government;
- q) Maintain security and order within the Land area;
- r) Establish a primary fire-fighting system, to comply with the fire codes of the Government and to carry out fire drills at least once every six months;
- s) Accept responsibility for any injury or damage to persons or properties resulting from an Act of God affecting the Facilities and/ or the Land;
- t) Comply with the Utilities Codes, the Building Codes and the Construction Codes regarding the installation/ connection of the Utilities and construction of the Facilities;
- u) Observe and comply with other terms and conditions in the Sub-Lease Agreement.

CHAPTER VII

UTILITIES CODES

A. Industrial Water

a) Quality

- i) Specification of raw water for industrial purposes at the MIP is provided by the Lessor from time to time upon the Lessee's request. If Lessee's requirement of water is different specification, the Lessee may install at its own expense the necessary facilities or equipment.
- ii) Tube wells with a total capacity of 5,000 m³ per day will be constructed for the Phase I. No tube well shall be installed by the Lessee in the Land.

b) Measurement

In order to measure the volume of Industrial Water consumed by the Lessee, the Lessee shall have a flow meter installed on the incoming supply pipe. The flow meter will be supplied by the Lessor and the Lessee shall bear the cost of the meter and its accessories at following rates.

Cost of meter and its accessories

For 100 mm diameter inlet pipe	US\$ 1,200/ set
For 80 mm diameter inlet pipe	US\$ 1,000/ set
For 50 mm diameter inlet pipe	US\$ 700/ set

c) Connection

- i) Any Lessee requiring the Industrial Water shall submit an application, in writing, to the Lessor;
- ii) The required quantity of Industrial Water and demand schedule shall be included in such an application;
- iii) The Lessee shall, at its own cost, connect its Industrial Water pipe complete with the flow meter set supplied by the Lessor as above to the incoming Industrial Water supply pipe of MIP at the connecting point located inside the Land (See Attachment 1);
- iv) Such connection shall be completed within four weeks from the Lessor's delivery of flow meter set to the Lessee;

- v) The Lessee shall make a monthly payment to the Lessor for the combined charges of consumption of Industrial Water and treatment of Waste Water, at the rate of US\$ 0.50 per m³ of Industrial Water consumed.

d) Water Storage Tank

The Lessee shall, at its own cost, provide an Industrial Water storage tank within the Land in accordance with its operation needs. (See Attachment 1)

B. Electric Power

- a) The electric power shall be supplied by the MEPE.
- b) The connections for electric power supply shall be carried out at the cost of the Lessee on the terms and conditions set forth by both the Lessor and the MEPE. The method of receiving power supply shall be in accordance with Attachment 7-A, 7-B and 7-C;
- c) The Lessee shall obtain prior approval from the Lessor regarding the maximum power consumption and method of receiving power supply from MEPE.
- d) The Lessee shall, at its own cost, make the necessary arrangement to apply for the supply of electricity from the MEPE after getting approval from the Lessor as above.

C. Telecommunication

The Lessor shall make conventional telecommunication system through the MPT available to the Lessee.

- a) Any Lessee requiring the conventional telecommunication system shall submit an application for allocation of the lines, in writing, to the Lessor.
- b) Connection of the telecommunication;

- i) The Lessee shall pay the following charges to the Lessor on the connection;

Initial Installation Fee (IDD Tel.)	US\$ 2,000/- line
Initial Installation Fee (IDD Fax.)	Above plus about US\$ 600/- line

The above rates shall be subject to change.

- ii) Connections shall be carried out pursuant to the prevailing terms and conditions determined by the MPT.

- c) In the case of damage to the network of the Lessee, the damage shall be the responsibility of the Lessee.

D. Waste Water

- a) Sewerage of the Waste Water shall be by concrete pipes or PVC pipes.
- b) The quality of the Waste Water discharged from the Land shall be properly monitored by both the Lessee and the Lessor by means of routine sampling.
- c) Connection to the sewer line:
 - i) The Lessee shall submit an application, in writing, together with drawings, to the Lessor;
 - ii) The quantity and quality of the Waste Water to be discharged and the proposed connection date shall be mentioned in such application.
- d) Other Provisions:
 - i) Any Lessee producing Waste Water that has not fulfilled the Waste Water quality standards required by the MIP, as specified in the Attachment 9 contained in the Conditions, and utilising the Waste Water Treatment Plant of the MIP, shall be obliged to construct a Primary Waste Water Treatment Plant at its own cost in the Land in order that the Waste Water discharged by the Lessee fulfils the quality standards of the MIP.
 - ii) The construction of the Primary Waste Water Treatment Plant by the Lessee must follow the system specified in Attachment².
 - iii) Any violation of Waste Water quality, as determined by the MIP and/or the Government, shall result in the temporary closure of the Lessee's Industrial Water Supply and Waste Water outlet. Such closure shall be carried out after the Lessee's failure to meet the quality standards, notwithstanding having been sent three (3) warning letters by the Lessor. All consequences and/or losses resulting from such closure shall be the full responsibility of the Lessee.
 - iv) The temporary closure of the Lessee's Industrial Water supply and Waste Water outlet shall be lifted only after the Lessee has taken all necessary measures to comply with all the Waste Water quality standards mentioned above.

E. Garbage Disposal

- a) The collection of garbage shall be carried out by a garbage disposal contractor in co-operation with the YCDC;
- b) Garbage produced by the Lessee shall be collected and transported to the final garbage dump located outside the MIP by the garbage disposal contractor;
- c) Garbage disposal fee/charges shall be paid to the garbage disposal contractor directly by the Lessee;
- d) It is prohibited to burn any garbage on the Lessee's Land, except in an incinerator approved by the Lessor;
- e) Garbage containers must be placed on the Lessee's Land in such a way that they will be properly protected and easily emptied by the garbage disposal contractor;
- f) The Lessee shall be responsible for the sanitary condition of its garbage containers.

F. The Handling of Toxic and Hazardous Substances

- a) Any Lessee using and/or producing Toxic and/or Hazardous Substances, either being final products or waste products, shall be responsible for the handling of such Toxic and/or Hazardous Substances in accordance with the Environmental Codes contained in the Chapter X;
- b) Handling of Toxic and/or Hazardous Substances on the Lessee's Land shall be by means of provisional storage until the Industrial Waste Management Centre for Dangerous and Poisonous Waste is established by the YCDC;
- c) Any Lessee handling Toxic and/or Hazardous Substances shall be obliged to submit monthly reports regarding the types and quantities of such Toxic and/or Hazardous Substances used, as final products or as waste products of production, to the Lessor;
- d) The Lessor shall control the implementation of the Environmental Codes contained in the Conditions, and may impose sanctions in the case of any violation of such provisions.

CHAPTER VIII

BUILDING CODES

In order to create pleasant surroundings, secure privacy and control noises, the Lessee must comply with the following for the design of the Facilities:

A. Land Use

The Land must be used in accordance with the provisions specified in the Lessee's Business Permit. It is prohibited to use the Land for residential purposes.

B. Building Setback Line
(See Attachment 3)

Fronting 8 metre wide arterial road :
Building Setback Line = 15 m;

Fronting 7 metre wide secondary road :
Building Setback Line = 10 m;

Fronting Highway No. 3 :
Building Setback Line = 20 m;

Fronting Neighbouring Lot:
Building Setback Line = 6 m;

The structures excluded from the above restrictions are :

- Open car parking area;
- Sentry box (maximum 2 storey or 6 m height; maximum floor area of 20 m² per storey);
- Flagpole;
- Water tanks etc., which are approved by the Lessor;
- Basements or other underground structures which do not project beyond the boundaries of the Land, which are covered by soil and vegetation, and which are approved by the Lessor.

Note: The Lessee shall obtain prior approval from the Lessor regarding any kind of structures or buildings to be constructed inside the Building Setback Line.

C. Building Ratio

The maximum Building Coverage = 60% (sixty percent) of the area of the Land;

The maximum Building Height Control = 3 stories (maximum height = 18 metres).

D. Green Open Space

Green Open Spaces are areas planted with vegetation and shall constitute at least 10% of the area of the Land.

E. Specification of Fence

	<u>Fence facing Road</u>	<u>Adjacent Neighbour Boundary Fence</u>
Maximum fence height	: 2 m.	2 m.
Type of fence	: Transparent.	Any Type

Footings shall not encroach upon the adjacent plot (See Attachment 4).

F. Building and Road Foundation

Soil investigation in the Land shall be conducted at Lessee's own cost and responsibility. The Lessee is also responsible for the bearing capacity of the Facilities and its ancillary structures in the Land.

G. Utilities Connection

The connection point of the Industrial Water and flow meter, Waste Water drainage, rain water drainage, telephone/facsimile and electricity shall be as shown in Attachment 1, 2, 5, 6 and 7-A, B & C respectively.

The internal road crossing of the power lines in the MIP shall be through the conduit provided by the Lessor under the road (See Attachment 7-C).

H. The Lessee's Facilities Construction Plan

Before any construction works start, the Lessee shall submit to the Lessor the Lessee's Facilities Construction Plan with all descriptions in English and indicating in detail the design of the Facilities covering the following:

- a) Access road(s) and culvert,

- b) Industrial Water connection and storage tank(s),
- c) Waste Water sewer system and connection including Primary Waste Water Treatment Plant, if any,
- d) Rain water drain system and connection,
- e) Telephone/ facsimile line connection,
- f) Location of boilers (if any), diesel and other fuel storage tanks,
- g) Fire protection system(s),
- h) Electric power connection and distribution system,
- i) Fencing,
- j) Office(s),
- k) Factory(s),
- l) Parking area(s),
- m) Warehouse(s),
- n) Cargo handling space(s),
- o) Canteen(s), including kitchen(s),
- p) Landscaping,
- q) Garbage handling space.
- r) Incinerator(s) (if any),

I. Parking Area

It is prohibited to park any vehicles in public areas, except in the designated public parking areas. The Lessee must provide proper parking areas for cars, buses, trucks, trailers, etc. in the Land.

J. Storage of Goods and Equipment in Open Areas

Any goods stored in open areas on the Land must be stored in an orderly manner so that they do not disturb the aesthetic appearance of the outside.

K. Cargo Handling Space

It is prohibited to load and/or unload any goods in public areas. The Lessee must provide cargo handling space(s) on the Land if it is necessary for its business.

L. Fire Prevention

The Lessee must provide sufficient fire extinguishing equipment or fire hydrants on the Land. Public fire hydrants are provided on the side of the roads by the Lessor.

M. Access Road Construction

The Lessee should obtain the prior approval of the Lessor before constructing any access road(s) to the Land. (See Attachment 8)

N. Preliminary Construction

The Lessee may commence the preliminary construction of the Facilities before obtaining the Approval Letter for Construction from the Lessor by giving a notice in writing to the not later than ten (10) days prior to the commencement of such preliminary construction, provided that the Lessee shall hold the Lessor harmless from any loss or damage arising from such preliminary construction including any claim, fine or punishment by the Government and that such preliminary construction shall be done in compliance with the Building Codes and the Construction Codes as much as practicable.

CHAPTER IX
CONSTRUCTION CODES

1. The Lessee shall submit to the Lessor, at least two (2) weeks prior to application for the Building Permit, the following:
 - i) Facilities Construction Plan as described in Chapter VIII H and Construction Schedule,
 - ii) Temporary Works Plan,
 - iii) Heavy Equipment/ Materials Transportation Plan.
2. The Lessee, together with its contractor, after having provided to the Lessor the relevant application forms and drawings, shall invite the Lessor for joint on-site inspection and obtain approval from the Lessor prior to the following works;
 - i) Connection of Industrial Water to the Land,
 - ii) Connection of telephone/ facsimile line(s) to the Land,
 - iii) Construction of access road(s) to the Land,
 - iv) Construction of rain water drainage connecting to MIP's drainage,
 - v) Connection of the Lessee's Waste Water pipe line to MIP's sewer line,
 - vi) Connection of electric power to the Land,
 - vii) Construction of any structures within the Building Setback Line,
 - viii) Construction of any structures outside the Land (if any).
3. The Lessee shall control its contractor in order to satisfy the Conditions during the construction period;
4. The Lessee shall be obliged to inform its contractor of, and include in any contract made with the contractor, the following terms and conditions:
 - 4.1. Security and Sanitary Control
 - i) The contractor's employees should identify themselves, by means of a helmet, identity card, etc., whenever they enter into the MIP, in order to facilitate inspection;
 - ii) The contractor shall provide sufficient temporary toilets in the proximity of the construction works in the Land;
 - iii) The contractor shall prohibit the setting up of any business activities in the public areas, including the construction of small shops, etc.;

- iv) The contractor shall take the proper measures necessary to prevent noise, vibration and soil dust.
- v) The contractor shall prevent vehicles used for construction activities from discharging materials onto the road(s), especially soil, mud, etc. If such materials are discharged onto the road(s) by the contractor, the contractor shall immediately clean the road(s);
- vi) The speed limit of vehicles inside the MIP is maximum 10 miles per hour (16 kilometres per hour);
- vii) The contractor shall prevent fire related accidents by applying strict control on fires;
- viii) The contractor shall regularly transport all waste materials from the MIP and shall not permit the accumulation of materials on the Land;
- ix) The contractor shall take the proper measures necessary to prevent soil, sand, dirt, oil, waste water etc., from entering the rainwater ditches/ drainage systems.

4.2. Development Implementation Control

The Lessee will ensure the following:

- i) The contractor shall consult with the Lessor regarding any underground work;
- ii) The contractor shall implement the underground work only after informing all of the parties concerned, irrespective of the volume of the underground work;
- iii) The contractor shall explain to the Lessor any construction works required;
- iv) The contractor shall provide washdown point(s) for vehicles such as earth moving trucks, ready-mixed concrete trucks and material transport vehicles leaving the Land, either on the Lessee's Land or at such a place as shall be designated by the Lessor, in order to prevent the road from being dirtied;
- v) The contractor shall carry out loading/ unloading of heavy materials or equipment inside the Lessee's Land, and not on public roads and areas within the MIP;
- vi) The contractor shall guide heavy-transport vehicles directly to the Lessee's Land by simplifying the entry control system, and after giving prior notice to the Lessor, prevent parking activity en-route;

- vii) The contractor shall immediately report to the Lessor any damage to public facilities/ utilities, caused by the contractor or the Lessee;
- viii) The contractor shall demolish all temporary works immediately after the completion of the construction work;
- ix) The contractor shall propose for the approval by the Lessor, the development of (an) access road(s) needed for construction activities.

4.3. Deposit

- i) The Lessee shall cause the contractor to deposit with the Lessor, not later than seven (7) days prior to commencement of construction works, one percent (1%) of the total amount of the contract between the Lessee and contractor, but not less than US\$ 5,000.00 (United States Dollars Five Thousand only), in order to secure costs of repairing any damage to the Infrastructure and other facilities of the MIP;
- ii) The Lessor shall reimburse the deposit to the contractor, without interest, after the Lessor has confirmed the satisfactory completion of construction and deducted from the deposit the total estimated required cost of repairs to the Infrastructure and other facilities of the MIP, if any, such cost being solely determined by the Lessor.

CHAPTER X

ENVIRONMENTAL CODES

A. Environmental Standards

a) Waste Water

The Waste Water from the Lessee's Facilities shall fulfil the requirements determined by the Lessor as shown on Attachment 9. In the case where the Waste Water does not fulfil such requirements, the Waste Water must be processed at the Primary Waste Water Treatment Plant equipped by the Lessee prior to being discharged into the Waste Water drainage system of the MIP.

b) Waste Gas, Offensive Smell and Dust

Any Lessee producing gas, offensive smell and/ or dust shall be obliged to install suitable Air Pollution Prevention Devices, so that any discharge to the atmosphere shall fulfil the requirements determined by the Lessor (See Attachment 10 and 11) and/ or the Government.

c) Noise

Any Lessee producing noise shall be obliged to control such noise, in order to fulfil the requirements determined by the Lessor (See Attachment 12) and/ or the Government.

B. Environmental Impact Control

In order to control the environmental impact of the industrial activities, the Lessor and the Lessee shall be obliged to manage the activities in the MIP in accordance with the rules stated in the Environmental Management Plan and the Environmental Monitoring Plan which include the following items:

- a) Environmental Management Plan to be carried out by the Lessor during the estate construction phase shall include the following:
 - i) Construction of protection works in order to prevent soil erosion of the dike;
 - ii) Construction of drainage ditches in order to intercept rainwater run-off;
 - iii) Construction of the Waste Water Treatment Plant for the Waste Water and domestic sewerage system;

- iv) Construction of roads and parking areas in accordance with the prevailing pavement standards in the Union of Myanmar;
 - v) Immediate implementation of a planting programme, particularly alongside the estate roads, and designating the minimum green open space which shall constitute 10% of the estate area;
 - vi) Instruct construction contractors to pay attention to the control of soil dust and noise in the performance of their works;
- b) Environmental Management Plan to be carried out by the Lessor during the estate operation phase shall include the following:
- i) The effective maintenance of roads and water ditches on the estate;
 - ii) The operation of the Waste Water Treatment Plant that is used to process the Waste Water produced by the industrial and non-industrial activities of the Lessees in the MIP. Such Waste Water shall be supplied to the Waste Water Treatment Plant through the MIP's Waste Water drainage system;
 - iii) The co-ordination of garbage disposal contractors to clean public garbage daily;
 - iv) The maintenance of the landscape in public spaces;
 - v) The effective control of security and order at the MIP in co-ordination with the security units of the Lessee and the police.
- c) Environmental Management Plan to be carried out by the Lessee during the Facilities construction phase shall include the following:
- i) Designing and implementing the construction on the Land in compliance with regulations on Building Setback Line, Building Coverage, Building Height Control and green open spaces as determined herein.
 - ii) The construction of roads, parking and cargo handling areas in accordance with the prevailing pavement standards in the Union of Myanmar.
 - iii) Take proper measures necessary to prevent from noise, vibration and soil dust.
 - iv) The immediate carrying out of planting in all green open spaces with trees, shrubs and grass;

- d) Environmental Management Plan to be carried out by the Lessee during the industrial operation phase shall include the following:
 - i) The processing of waste gas, offensive smell and the prevention/ reduction of noise (if required) in accordance with the requirements of the Lessor and/ or the Government.
 - ii) The processing of the Waste Water, if the quality does not comply with the requirements determined by the Lessor and/ or the Government.
 - iii) The management of Toxic and/ or Hazardous Substances (if any) in accordance with the requirements of the Lessor and / or the Government;

C. Environmental Monitoring Plan
(See Attachment 9)

- a) Environmental Monitoring Plan to be carried out by the Lessor during the estate construction phase shall include the following:
 - i) Monitoring drainage, the possibilities of soil erosion and water retention;
 - ii) Monitoring the ambient air quality;
 - iii) Monitoring planting, after the completion of a part of construction;
- b) Environmental Monitoring Plan to be carried out by the Lessor during the estate operation phase shall include the following:
 - i) Monitoring the drainage system regularly, especially during rainy season;
 - ii) Monitoring the ambient air quality in the MIP regularly, and in any suspected cases of non compliance with the requirements;
 - iii) Monitoring noise levels regularly, and in any suspected cases of non compliance with the requirements;
 - iv) Monitoring the quality of the Waste Water discharged by the Lessee at the monitoring pit regularly, in order to confirm compliance with the quality standards determined in the Attachment 9 of the Conditions;
 - v) Monitoring the quality of the Waste Water discharged from the Waste Water Treatment Plant regularly, in order to confirm compliance with the quality standards determined by the Lessor and/ or the Government;

- vi) Monitoring the condition of vegetation in the green open space regularly, in order to maintain such vegetation in good condition;
- c) Environmental Monitoring Plan to be carried out by the Lessee during the Facilities construction phase shall include the following:
 - i) Monitoring noise and air quality resulting from construction, in order to confirm compliance with quality standards determined by the Lessor and/ or the Government (See Attachment 10, 11 & 12);
- d) Environmental Monitoring Plan to be carried out by the Lessee during the Facilities operation phase shall include the following:
 - i) Monitoring the results of waste gas and noise prevention/ reduction management and reporting the results to the Lessor once a month (See Attachment 10, 11 & 12);
 - ii) Monitoring the function of all drainage (Waste Water, sewerage and rainwater) once a month;
 - iii) Monitoring the result of garbage disposal management in order to ensure good sanitation (monthly inspection/ observation) ;
 - iv) Monitoring the result of temporary handling of Toxic and/ or Hazardous Substances (if any) and reporting the result to the Lessor once a month.
 - v) Monitoring the maintenance of vegetation in the green open space regularly in order to retain its good condition;

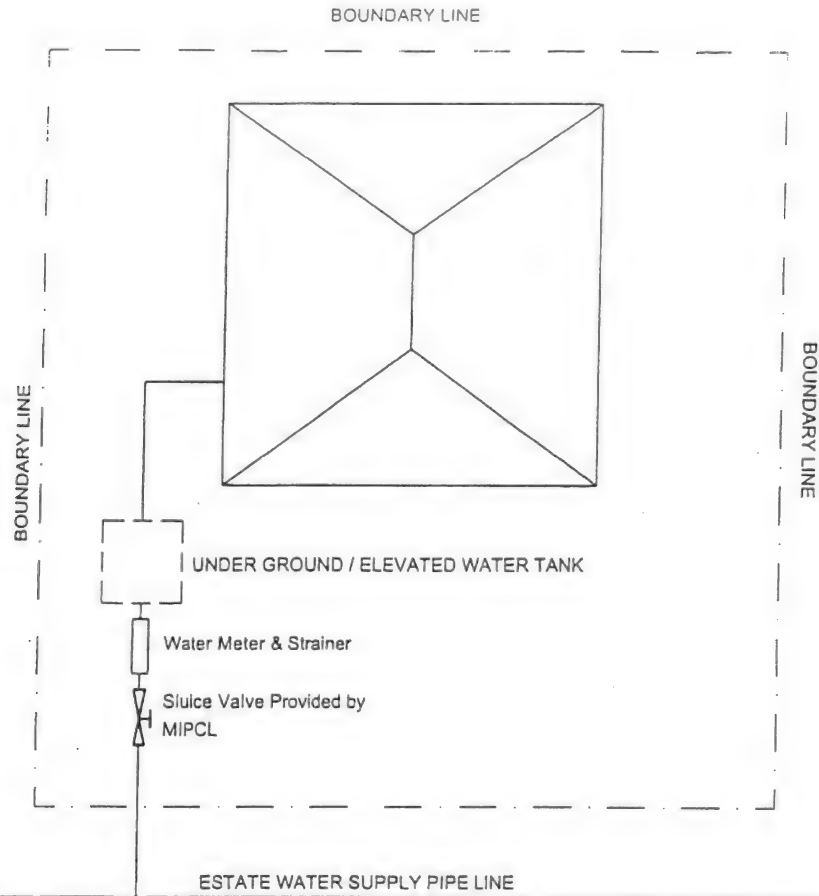
D. Environmental Management in the Facilities

- a) The Lessee shall be obliged to provide:
 - i) Canteens for employees;
 - ii) The number of sanitary facilities in accordance with the standards of the authorities concerned (See Attachment 13);
 - iii) Air ventilation requirements shall be fulfilled during the Lessee's industrial operations (See Attachment 14).

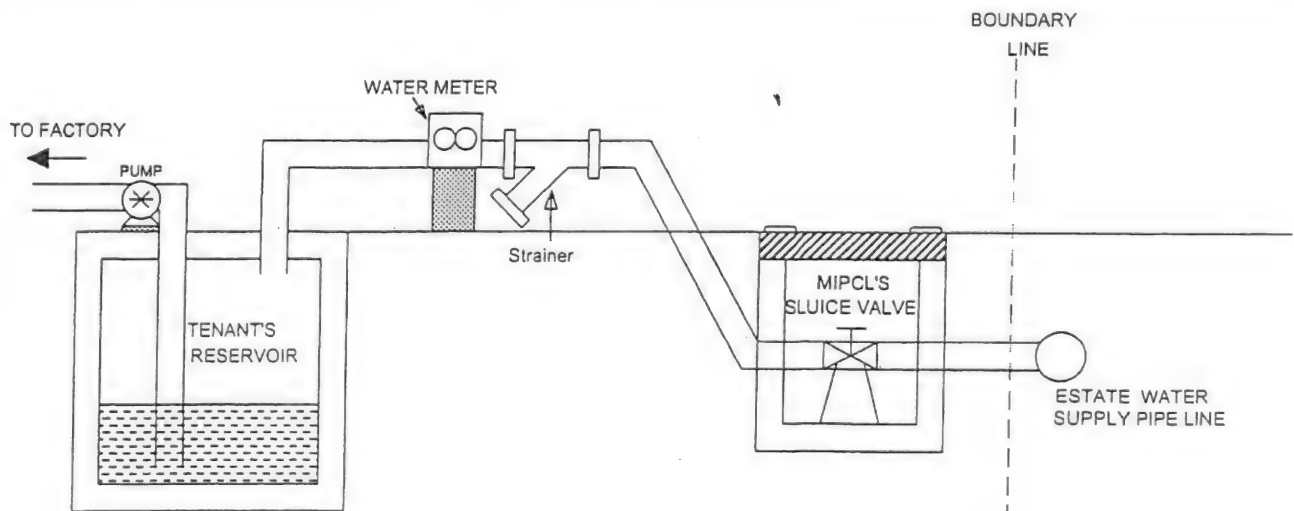
CHAPTER XI

SANCTION CODES

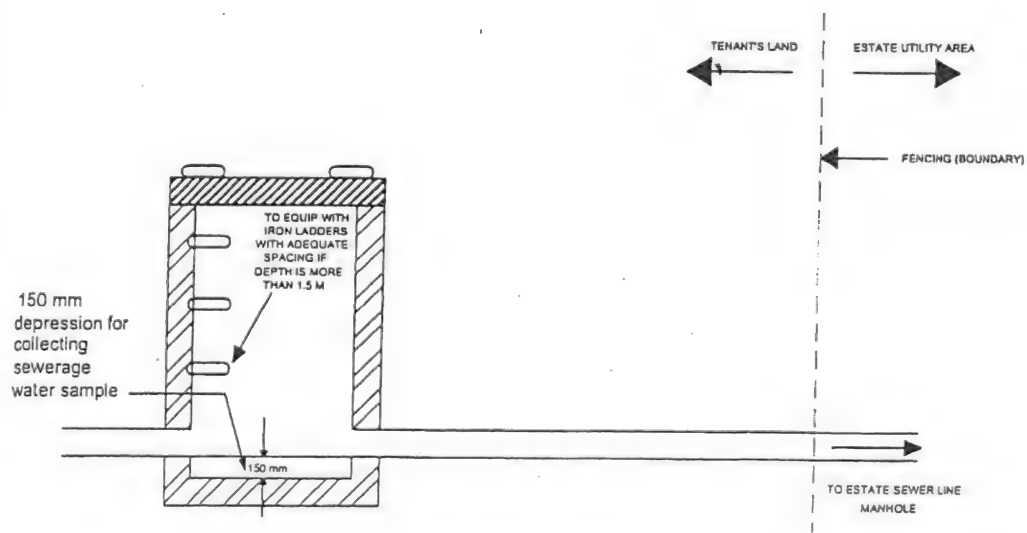
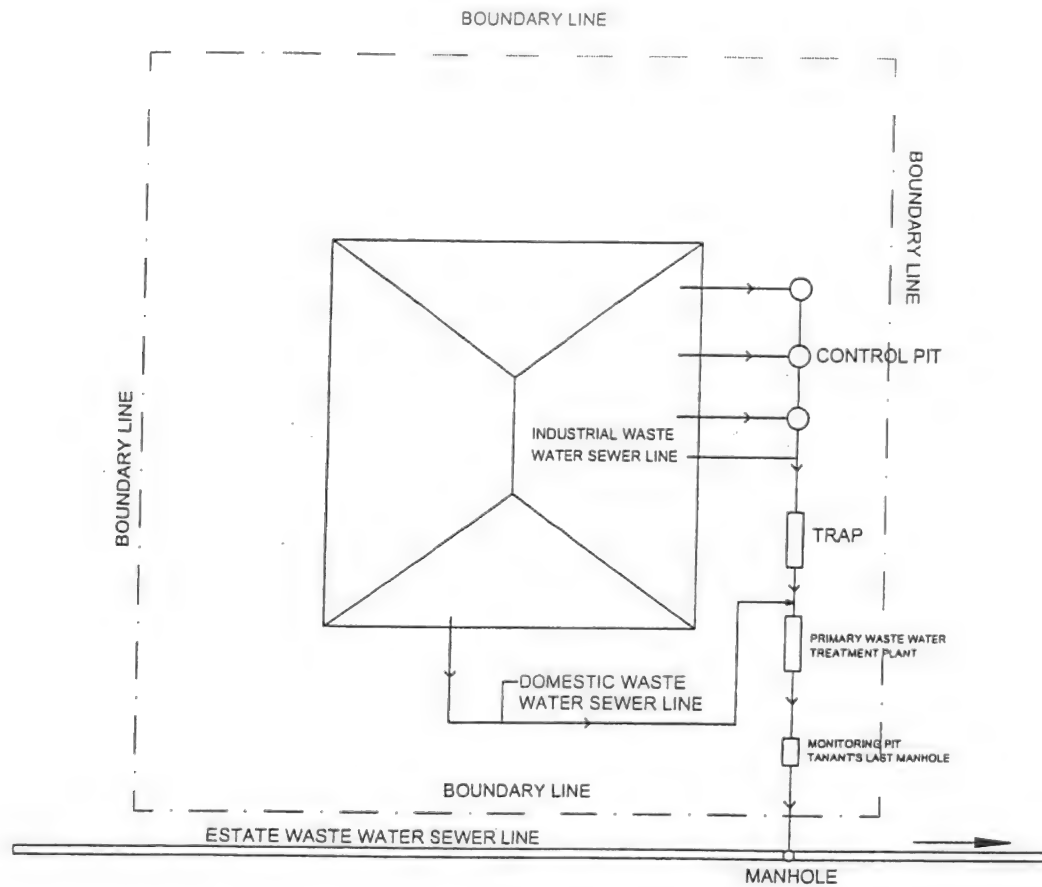
1. Any Lessee violating any of the Environmental Standards regarding the handling of Toxic and Hazardous Substances and/ or others shall be subject to sanction as specified by the Government.
2. In the case of delayed payment of the Management Fees, Utilities Charges and/ or Service Fees, interest shall be imposed at the rate of eighteen percent (18 %) per year.
3. Any Lessee failing to report results of the Waste Water quality monitoring to the Lessor shall be subject to the following:
 - i) Three (3) written warnings;
 - ii) Closure of the Lessee's Waste Water outlet and Industrial Water supply pipe, if the Lessee fails to heed the above warnings.
4. Any Lessee failing to meet the Waste Water quality standard, as required by the Lessor, and/ or the Government, shall be given a period of one week to improve the Waste Water quality. If the Lessee still fails to comply with such required standards, the Lessee's Waste Water outlet and Industrial Water supply pipe shall be subject to closure.



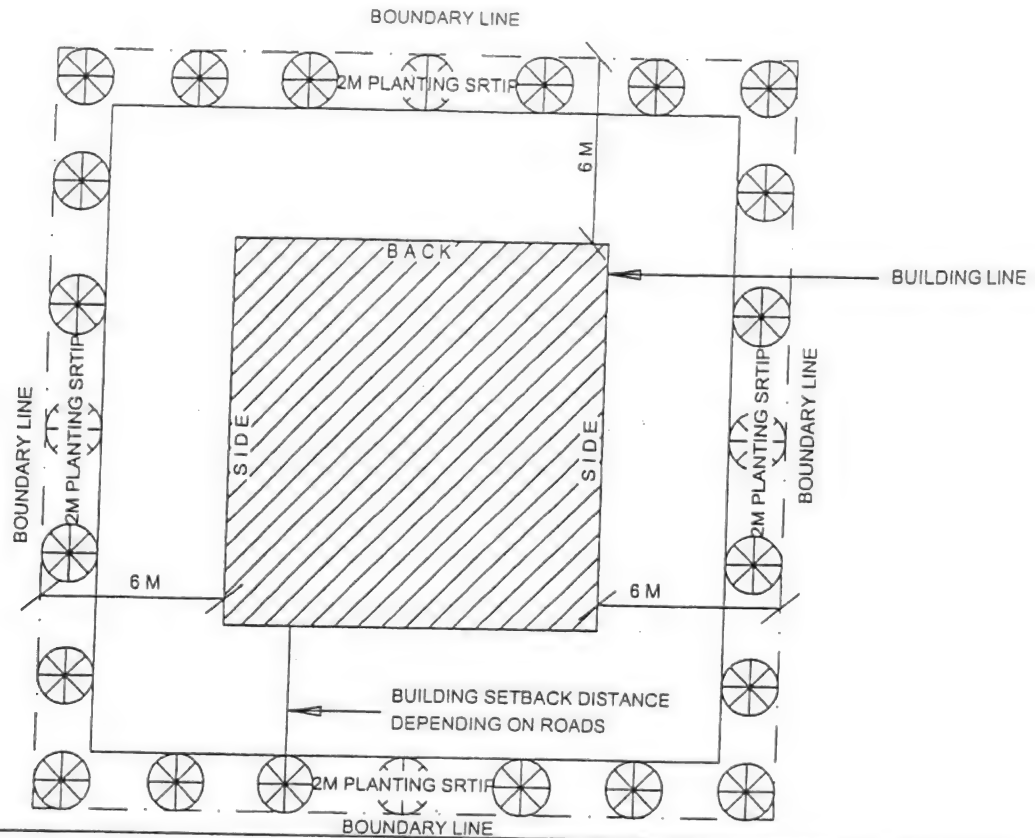
R O A D



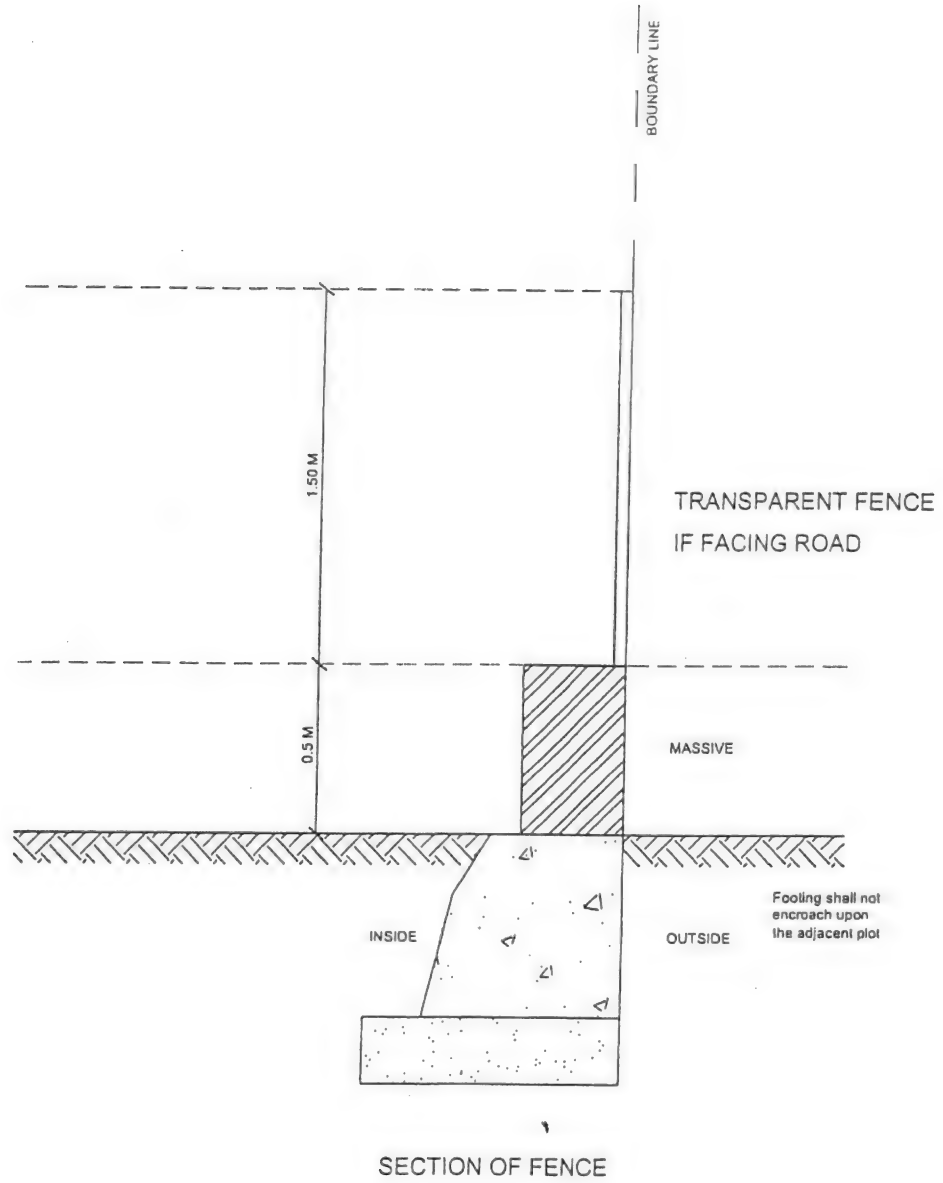
CROSS SECTION OF
INDUSTRIAL WATER CONNECTION



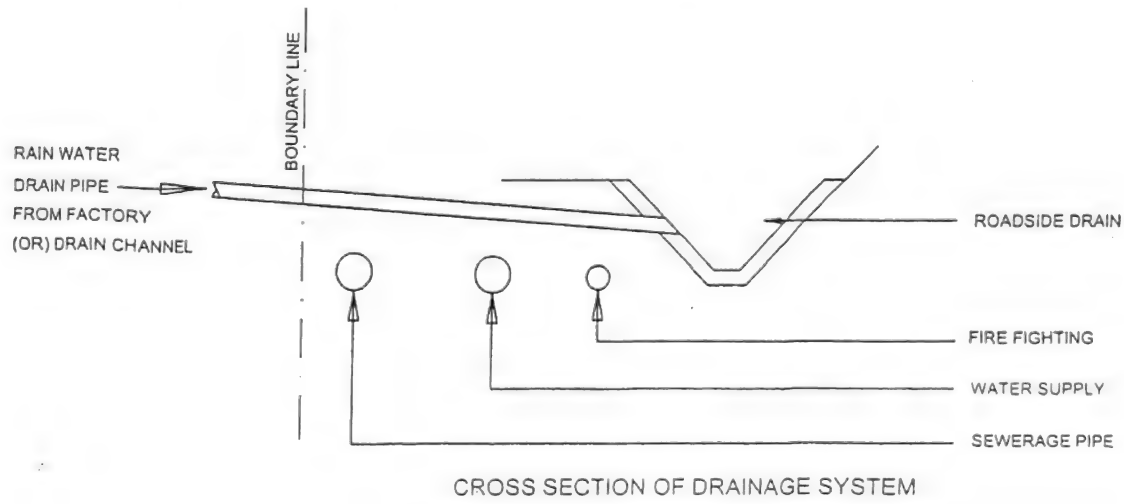
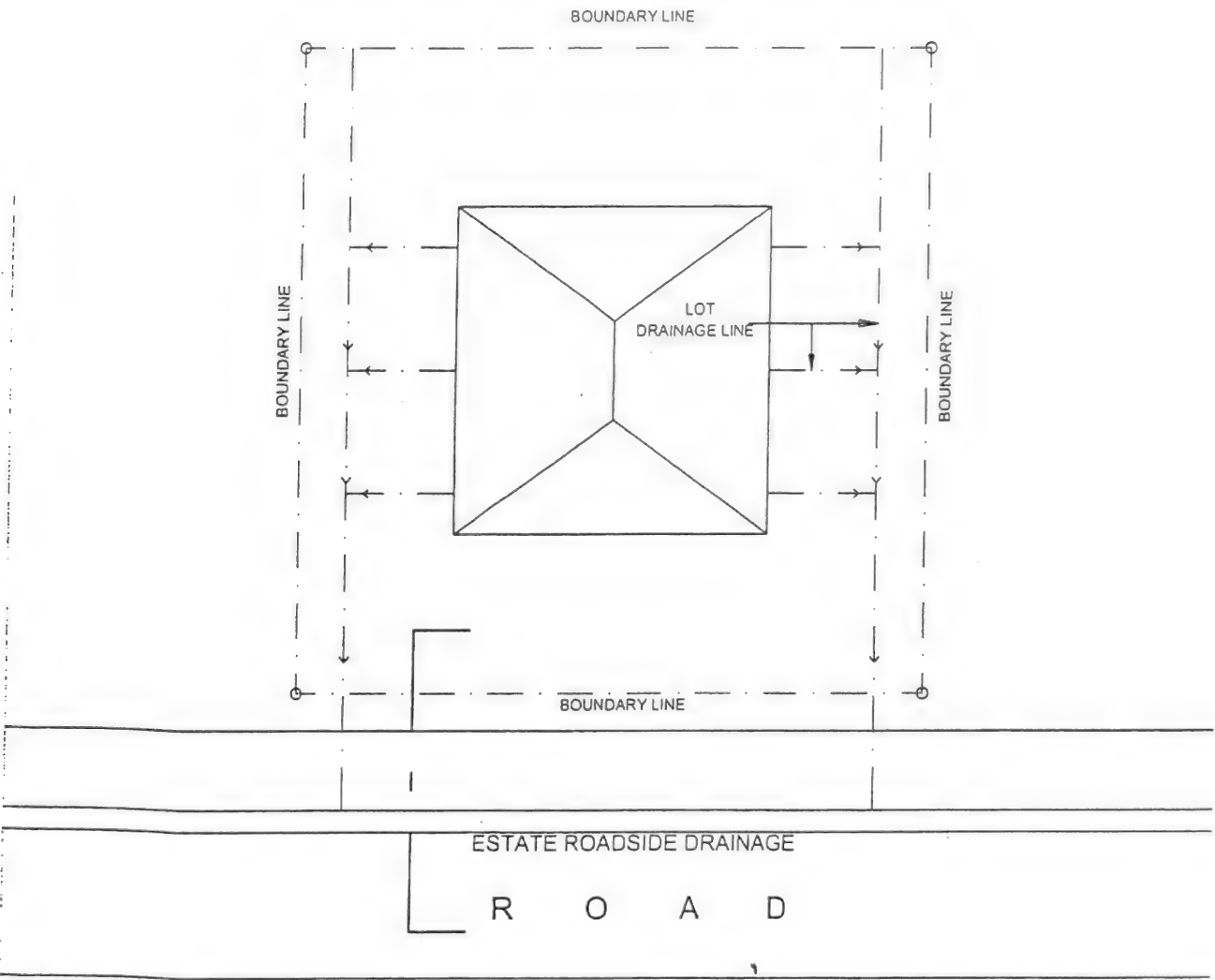
CROSS SECTION OF THE MONITORING PIT(TENANT'S LAST MANHOLE)



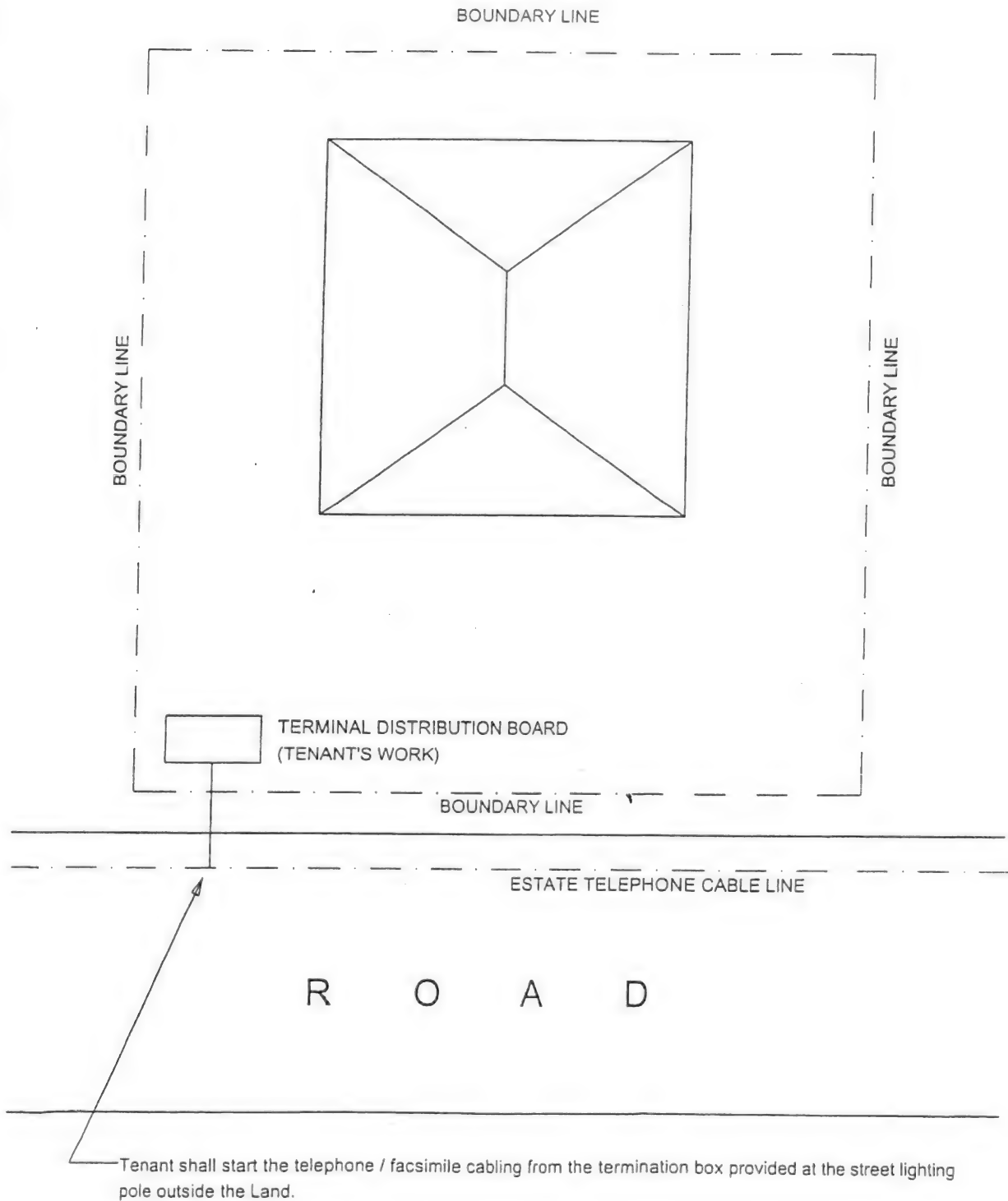
HIGHWAY NO.3 SETBACK	= 20 m
ARTERIAL ROAD SETBACK	= 15 m
SECONDARY ROAD SETBACK	= 10 m
NEIGHBOURING LOT SIDE SETBACK	= 6 m
MAXIMUM BUILDING COVERAGE	= 60%
MAXIMUM HEIGHT CONTROL	= 18 m
GREEN AREA	= 10%



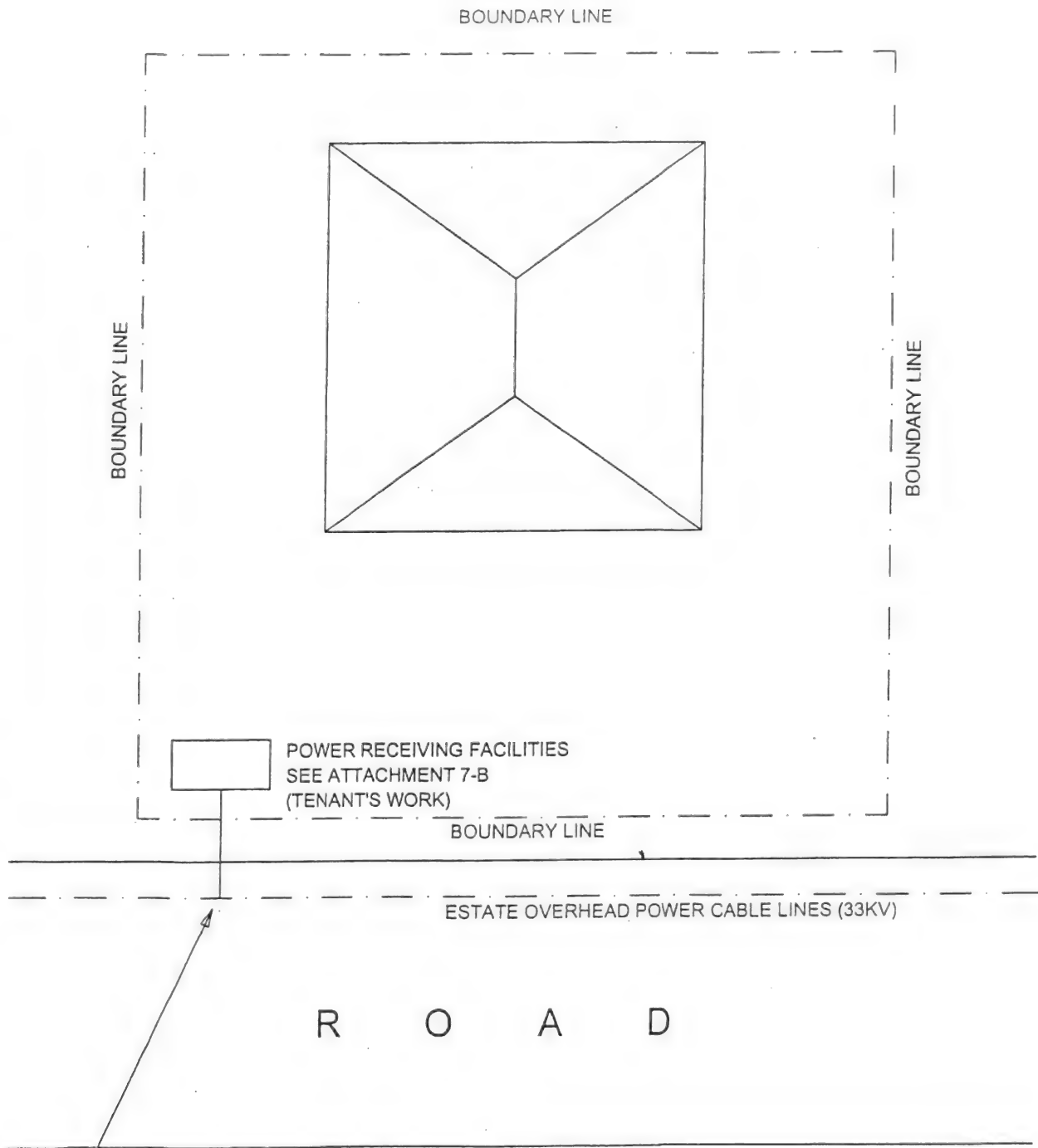
RAIN WATER DRAINAGE REQUIREMENT



TELEPHONE / FACSIMILE CONNECTION



ELECTRICITY CONNECTION



Tenant shall start the 33KV line connection from one of the 33KV poles located outside the Land.

Tenant shall take this work by giving contract to electrical installation company and getting permit from electric power authority.



上海商業銀行
SHANGHAI COMMERCIAL BANK

To whom it may concern

24 July 2012

Dear Sirs,

We hereby confirm that the following figure(s) in account with Sun Flower Lace (HK) Co Ltd
HKD Checking Account 334-82-08511-6 shown by our books as at 23 July 2012 is / are correct:

HKD1,098,903.40

Say HKD One Million Ninety Eight Thousand Nine Hundred And Three And Cents Forty
Only

I hereby certify that this copy
is a true and complete copy of
the original (~~or a properly
certified copy of the original~~)
Dated

- 3 AUG 2012

John Lister Howell

JOHN LISTER HOWELL
Notary Public
Hong Kong SAR

Yours faithfully,

Xafun

Authorized Signature

This apostille only certifies the signature, the capacity of the signatory and the seal or stamp it bears. It does not certify the content of the document for which it is issued.

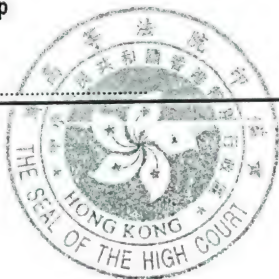
APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Hong Kong, China
This public document
2. has been signed by Howell John Lister
3. acting in the capacity of Notary Public
4. bears the seal/stamp of Howell John Lister

Certified

5. at High Court
6. the 15 AUG 2012
7. by Andy Ho
Registrar, High Court
8. No 16648 / 2012
9. Seal/stamp
10. Signature: Andy Ho



No. 219 / 2012

Seen at the Consulate-General of
the Union of Myanmar, Hong Kong
for legalization of the signature of
Andy Ho
and the official seal of the High
Court, Hong Kong.

llw
for Consul-General
WINT MON HTUN
CONSUL

Dated: 17.8.2012
Hong Kong



Yours faithfully,
[Signature]
[Name]
[Title]

HOWELL JOHN LISTER
Notary Public
HONG KONG SAR

將有效的商業/分行登記證展示在營業地點。

display the valid business/branch registration certificate at business address.

表格 2 FORM 2

(商業登記條例) (第 310 章)

BUSINESS REGISTRATION ORDINANCE (Chapter 310)

(商業登記規例)

BUSINESS REGISTRATION REGULATIONS

商業 / 分行登記證 Business / Branch Registration Certificate

[第 5 條]

[regulation 5]

DUPLICATE

名稱 / 法團所用名稱
Name of Business/
Corporation

太陽花邊 (香港) 有限公司

SUN-FLOWER LACE (H.K.) COMPANY LIMITED

業務 / 分行名稱
Business/
Branch Name

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

地址
Address

FLAT/RM 1111 11/F
TRENDY CTR
682-684 CASTLE PEAK ROAD
KL

業務性質
Nature of Business

IMPORT / EXPORT, GENERAL
TRADING

法律地位
Status

BODY CORPORATE

生效日期
Date of Commencement
21/03/2012

屆滿日期
Date of Expiry
20/03/2013

登記證號碼
Certificate No.
31682100-000-03-12-1

登記費及徵費
Fee and Levy
\$2,450
(登記費 FEE = \$2,000)
(徵費 LEVY = \$450)

請注意下列《商業登記條例》的規定：

Please note the following requirements of the Business Registration Ordinance:

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed by them have been complied with.

2. 第 12 條規定各業務須將其有效商業登記證或有效的分行登記證於每一營業地點展示。

2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on. I, the Commissioner of Inland Revenue, hereby certify this document under Section 19(1) of the Business Registration Ordinance to be a true copy of a valid business registration certificate issued by the Business Registration Office.

陳潔芳
(CHAN KIT FONG)

機印所示登記費及徵費收訖 • RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

23/02/2012 422000012 \$2,450.00

IRDB101A (12/2010)

I hereby certify that this copy is a true and complete copy of the original (or a properly certified copy of the original)
Dated

- 3 AUG 2012

John Lister Howell

JOHN LISTER HOWELL
Notary Public
Hong Kong SAR

No. 216/2012

Seen at the Consulate-General of the Union of Myanmar, Hong Kong for legalization in the signature of Andy Ho.

and the official seal of the High Court, Hong Kong.

Consul-General
WINYI MON HUN

Dated: 17.8.2012
Hong Kong

付款說明

閣下可透過以下方法付款：

1. 電子付款

你可透過電話、銀行自動櫃員機或互聯網付款。請留意你每天的可繳款限額和有關的繳款服務機構每天截數的時間。

稅務局的「繳費靈」商戶編號為「10」。請致電「18013」登記帳單及「18033」交費。請注意你的商業登記證號碼每年都不相同，因此每次繳款前，請先登記有關帳單。

你可以在任何貼有「繳費服務」標誌的滙豐銀行／恒生銀行櫃員機或貼有「繳費易」標誌的「銀通」櫃員機，使用提款卡繳款。

如欲透過網上付款，你可以進入本局網頁 <www.ird.gov.hk>。選擇語言，在「稅務資料——其他」目錄選擇「繳稅及退稅」，然後選擇「付款辦法」。請依照指示付款。

2. 郵遞付款

請把支票連同本繳款通知書一併寄回「香港告士打道郵政局郵箱29015號稅務局局長收」。切勿郵寄現金，並預留足夠郵遞時間。本局恕不接納期票。

支票須加劃線並註明支付「香港特別行政區政府」。請在支票背面寫上商業登記證號碼。

3. 親臨付款

你可以攜同本繳款通知書到下列繳款處以現金、支票或「易辦事」繳款：

郵政局

請攜同本繳款通知書到全港任何一間郵政局（流動郵政局除外）付款。有關各區郵政局的地址及辦公時間，請瀏覽香港郵政網頁 <www.hongkongpost.com> 或致電其查詢熱線 2921 2222。

商業登記署

請攜同本繳款通知書往香港灣仔告士打道5號稅務大樓4樓繳款。如你未持有商業登記繳款通知書，請先到查詢櫃位索取該通知書副本，然後付款。

收款時間：星期一至五 上午8時45分至下午5時正

This apostille only certifies the signature, the capacity of the signatory and the seal or stamp it bears. It does not certify the content of the document for which it is issued.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: Hong Kong, China

This public document

2. has been signed by Howell John Lister

3. acting in the capacity of Notary Public

4. bears the seal/stamp of Howell John Lister

Certified

5. at High Court

6. the 15 AUG 2012

7. by Andy Ho

Registrar, High Court

8. No 16652 / 2012

9. Seal/stamp

10. Signature:

Andy Ho

PAYMENT INSTRUCTIONS

The total amount due can be settled as follows:

1. Payment by electronic means

You may pay by phone, by bank ATM or via the Internet. Please note your personal transaction limit and the daily cut-off time of the relevant payment service provider.

The IRD's PPS merchant code is "10". Please dial 18011 for bill registration and 18031 for payment. Please note that your Business Registration Certificate Number is different every year. Therefore, you have to register the relevant bill before making payment.

You may pay by ATM card at any HSBC/Hang Seng Bank ATM with the "Bill Payment" signage, or at any JETCO ATM with the "JET PAYMENT" logo.

To pay via the Internet, you can visit our web site <www.ird.gov.hk>, select your preferred language, click on "Payment & Refund" under "Tax Information - Others" menu, and then "Payment Methods". Follow the instructions and make payment.

2. Payment by post

You may mail your cheque together with this demand notice to "Commissioner of Inland Revenue, P.O. Box 29015, Gloucester Road Post Office, Hong Kong". Do not send in cash. You should allow sufficient mailing time. Post-dated cheques will not be accepted.

The cheque should be crossed, and made payable to either "The Government of the Hong Kong Special Administrative Region" or "The Government of the HKSAR". The Business Registration Certificate Number should be written on the back of the cheque.

3. Payment in person

Payment in person by cash, cheque or EPS together with this demand notice can be made at the following offices:

Post Offices

Please bring along this demand notice to make payment at any post office (except mobile post offices) throughout Hong Kong. For details of addresses and opening hours of post offices, please visit the Hongkong Post web site <www.hongkongpost.com> or call their enquiry hotline 2921 2222.

Business Registration Office

Please bring along this demand notice to make payment on 4/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong. If you do not have a Business Registration demand note, please obtain a copy of it from the Enquiries Counter for making payment.

Shroffing Hours: Monday to Friday 8:45 am to 5:00 pm

IMPORTANT

- i) To pay BR fee by electronic means, please enter the Business Registration Certificate Number. However, if the number ends with a letter 'A', for telephone or bank ATM payments, please skip the letter 'A'. For Internet payments, some banks may require input of the letter 'A'. Please refer to the instructions of individual banks.
- ii) In the case of payment made by cheque, the receipt is valid only when the cheque is honoured on the first presentation to the drawee bank.
- iii) For those payments made by electronic means or by post, a receipted Business Registration Certificate will be sent to your business address after payment.
- iv) If you make payment for penalty demand note in person at Post Offices, a receipted Business Registration Certificate will be sent to your business address after payment.
- v) The Business Registration Certificate is NOT valid in accordance with section 6(5) of the Business Registration Ordinance until the relevant payment has been duly made.
- vi) Penalty (1-year Certificate: main \$300, branch \$71; 3-year Certificate: main \$900, branch \$213) will be imposed if the payment of fee and levy is made after the specified due date.
- vii) For further information, please visit our web site or call our information hotline 187 8088.

လွှဲပြောင်း

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပြည်ထောင်စုရှေ့နေချုပ်ရုံး
နေပြည်တော်

စာအမှတ်၊၂ (၅) ၃ - ၆ /နပတ (၇၉)
ရက်စွဲ၊ ၂၀၁၂ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၁ ရက်

အကြောင်းအရာ။ Sub - Lease Agreement (မူကြမ်း)အား စိစစ်ပေးရန်ကိစ္စ

ရည်ညွှန်းချက်။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန ၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏
၁-၂-၂၀၁၂ ရက်စွဲပါစာအမှတ်၊ မအ/နဆစ/ MIPCL /၂၀၁၂(၀၈၉)

၁။ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနမှ ဖက်စပ်စနစ်ဖြင့် ဖော်ထုတ်ဆောင်ရွက်နေ
သောနိုင်ငံ တကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်အတွင်း မြေကွက်အမှတ် C-3 အား ဖက်စပ်ကုမ္ပဏီ
ဖြစ်သော Mingaladon Industrial Park Co.,Ltd က တရုတ်နိုင်ငံ Sun-Flower Lace (H.K)
Co., Ltd သို့ ငှားရမ်းရန်အတွက်ချုပ်ဆိုမည့် Sub-Lease Agreement (မူကြမ်း)အား စိစစ်ပေးပါ
ရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်ပါစာဖြင့် ပူးတွဲပေးပို့လာသော Sub-Lease Agreement (မူကြမ်း) ကို
ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်၍ အောက်ပါအတိုင်းသုံးသပ်အကြံပြုအပ်ပါသည်-

(က) စာချုပ်(မူကြမ်း)တွင် ကွက်လပ်များပါရှိနေသဖြင့် စာချုပ်ချုပ်ဆိုချိန်တွင်
ပြည့်စုံစွာဖြည့်စွက်ထားပြီးဖြစ်ရန် လိုအပ်ပါသည်။

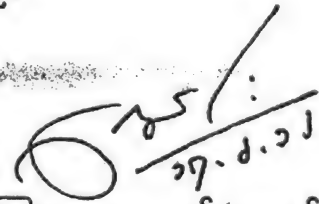
(ခ) တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် သို့မဟုတ်
သက်သာခွင့်မရရှိသေးလျှင်တံဆိပ်ခေါင်းအက်ဥပဒေအရကျသင့်သော တံဆိပ်
ခေါင်းခန့်ကို မြေအငှားချထားခြင်းခံသူက ထမ်းဆောင်ရမည်ဖြစ်ပါသည်။

(ဂ) လိုအပ်သောနေရာများတွင် မင်နီဖြင့် ဖြည့်စွက်ပြင်ဆင်ပေးလိုက်ပါသည်။

၃။ ဤစာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်း အရသာ ဥပဒေအကြဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက် ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ် များနှင့် စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြု ပါသည်။

၄။ Sun-Flower Lace (H.K) Co., Ltd သည် သက်ဆိုင်ရာနိုင်ငံ၏ ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသောကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင် နိုင်စွမ်းရှိ မရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ထားခြင်းခံသူဟုတ် မဟုတ် စသည် တို့အတွက် သက်ဆိုင်ရာစာရွက်စာတမ်းများ တောင်းယူစိစစ်သင့်ပါသည်။

၅။ ဤစာချုပ်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ(၃)စောင် ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။


ညွှန်ကြားရေးမှူးချုပ်(တာဝန်)(ကိုယ်စား)
(ကျော်ဆန်း၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန
ဆောက်လုပ်ရေးဝန်ကြီးဌာန

SUB-LEASE AGREEMENT

FOR

PLOT NO. C-3

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

Sub-Lease Agreement

Mingaladon Industrial Park

This Sub-Lease Agreement (hereinafter referred to as the "Agreement") is made at
, on the day of , 2012
between;

1. **Mingaladon Industrial Park Co., Ltd.**, located at Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar.(hereinafter referred to as the "Lessor") on the one part.

and,

2. **Sun-Flower Lace (H.K) Co., Ltd.**, located at Unit 1111, 11/F Trendy Centre, 682 Castle Peak Road, Kowloon, Hong Kong.(hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the "Parties" independently referred to as the "Party".)

NOW, HEREBY MUTUALLY AGREES AS FOLLOWS;

Chapter 1. The Scope of the Agreement

Clause 1. 1.1 The Lessor agrees to lease, and the Lessee agrees to take on the lease, **Plot No. C-3** as per the plan attached hereto as **Exhibit A**, which shall be deemed as an integral part hereof, the land with the total area of **24,872.00 square-meter** (hereinafter referred to as the "Land"),in the Mingaladon Industrial Park (hereinafter referred to as "MIP"), for the purpose of Manufacturing of Garment for the period commencing from the issuing date of the Physical Delivery Receipt pursuant to Clause 1.2 below and ending on the date 7th February, 2048 (hereinafter referred to as the "Lease Period").

1.2 Subject to the full payment by the Lessee of the Land Use Premium under Clause 3.1 and **Myanmar Investment Commission's permit**, the land shall be delivered to the Lessee by issuing the Physical Delivery Receipt (hereinafter referred to as the "Receipt") attached hereto as **Exhibit B** by the Lessor provided that the Lessor have confirmed that the Lessee has satisfied all of its obligations stipulated within this Agreement.

1.3 Any costs and expenses, which relates to the execution of this Agreement, of the Land and/or the Lessee's business in the MIP shall be borne by the Lessee.

Chapter 2. Warranty and Representation

Clause 2. Each Party represents and warrants to the other Party that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

Chapter 3. Payment Terms

Clause 3. 3.1 In consideration for the Lessee's right to take on the lease of the Land, the Lessee shall pay the Lessor land use premium (hereinafter referred to as the "Land Use Premium") totally amounting to **US\$ 945,136.00 (United States Dollars Nine Hundred and Forty Five Thousand One Hundred and Thirty Six only)** as follows:-

a. FIRST INSTALMENT

The booking fee which has already been received by the Lessor under the Provisional Allotment amounting to **US\$ 94,513.60 (United States Dollars Ninety Four Thousand Five Hundred Thirteen and Cents Sixty only)** (hereinafter referred to as the "First Instalment") shall be paid appropriated for the First Instalment of 10% (ten percent) of the Land Use Premium on the date of signing of this Agreement.

b. SECOND INSTALMENT

Within 30 days after signing of this Agreement, 50% (fifty percent) of the Land Use Premium amounting to **US\$ 472,568.00 (United States Dollars Four Hundred and Seventy Two Thousand Five Hundred and Sixty Eight only)** shall be paid to the Lessor (hereinafter referred to as the "Second Instalment") failing which Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment shall be forfeited.

c. FINAL INSTALMENT

40% (forty percent) of the Land Use Premium amounting to **US\$ 378,054.40 (United States Dollars Three Hundred and Seventy Eight Thousand Fifty Four and Cents Forty only)** (hereinafter referred to as the "Final Instalment") shall be paid to the Lessor by the Lessee either within 4 (four) months after signing of the Agreement or upon the Lessor's issuing of the Receipt whichever comes earlier, failing which the Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment and the Second Instalment shall be forfeited.

3.2 Each instalment of the Land Use Premium shall only be deemed to be received by the Lessor after the said amounts in full had been remitted and credited to the bank account of the Lessor at the bank designated by the Lessor.

Chapter 4. Annual Land Rent and Other Fees

Clause 4. In addition to the above consideration, the Lessee shall pay the annual land rent (hereinafter referred to as the "Land Rent") on yearly basis at the rate of **US\$ 0.30 (thirty cents)** per year per one square meter, i.e. **US\$ 7,461.60 (United States Dollars Seven Thousand Four Hundred Sixty One and Cents Sixty only)** stipulated in Clause 1 herewith as well as the Management Fees and Utility Charges (hereinafter collectively referred to as the "Fees") to be paid in accordance with the estate conditions of the Mingaladon Industrial Park (hereinafter referred to as the "Additional Conditions") attached hereto as **Exhibit C**. The Lessee shall pay the Land Rent to the Lessor each year not later than the 5th day of December of the preceding year.

Clause 5. The Lessee hereby acknowledges and accepts the right of the Lessor to review and change the rate of the Land Rent at the end of every 5 (five) year period at a rate of no more than 15% (fifteen percent) of the previous rate.

Clause 6. **6.1** Whenever the cadastral surveying has been done and found that there is a change of area of the Land which does not conform to the area as stipulated in the Agreement, the Lessor shall inform the Lessee thereof to pay and the Lessee agrees to pay the new amount of the Land Use Premium, the Land Rent and the Fees, based on the adjusted area of the Land from the subsequent date of such notification.

6.2 Subject to Clause 4 hereof, the Lessee and the Lessor agree that the balance of the Land Use Premium, the Land Rent and the Fees for the adjusted part of Land measured by the Lessor during the period from the commencement date of the Lease Period to the date of the notification by the Lessor to the Lessee pursuant to the first paragraph of this Clause 4 shall not be paid or reimbursed.

Chapter 5. Event of Default

Clause 7. If at any time and for any reason, the Lessee be in default in any payment of the Land Use Premium, the Land Rent and the Fees, the Lessee agrees to pay the Lessor the delayed interest at the rate of 18% (eighteen percent) per year for the unpaid portion of the Land Use Premium, the Land Rent and the Fees, as the case may be, until the date on which the payment is actually remitted and credited to the bank account of the Lessor stipulated in Clause 3.2.

Chapter 6. Security of Annual Land Rent

Clause 8. 8.1 The Lessee agrees to provide a security deposit (hereinafter referred to as the "Security") to the Lessor on the date of the signing of this Agreement by means of cash deposit (hereinafter referred to as the "Cash Deposit") equivalent to the amounts of the Land Rent stipulated in Clause 4.1 and Clause 5 amounting to **US\$ 7,461.60 (United States Dollars Seven Thousand Four Hundred Sixty One and Cents Sixty only).**

8.2 If the Lessee, having received the Lessor's notice after causing any damages and/or losses to the Lessor or being in default of the Land Rent and the Fees caused by the Lessee, the Lessee agrees that the Lessor is entitled to deduct the amount due from the Cash Deposit.

8.3 If the amount of the Cash Deposit falls below the full amount as prescribed in Clause 8.1 for whatsoever reason, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.4 If the Land Rent is changed by the Lessor pursuant to Clause 5 of the Agreement, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.5 The Security shall be returned to the Lessee with no interest thereon only if and when this Agreement expires or is terminated and all of the obligations of the Lessee have been deemed to be completed by the Lessee.

Chapter 7. Ownership of Constructed Property and the Lessee's Duties

Clause 9. All facilities and materials on the Land brought by the Lessee shall belong to the Lessee (hereunder referred to as the "Lessee's Properties").

Clause 10. The Lessor acknowledges that the Lessee's Properties except immovable assets may be mortgaged, pledged, or guaranteed against the Lessee's debts with financial institutions or any third parties. The Land lease right granted to the Lessee under this Agreement shall not be mortgaged, pledged or guaranteed for any purpose no matter whatsoever reasons or at any event.

Clause 11. Under Clause 10, the Lessee shall not assign or transfer the right to lease the Land to other persons nor transfer to other persons, in whole or in part, its rights or obligations hereunder nor do anything to endanger the Lessor's rights to the Land nor sublease the Land, without the Lessor's prior written approval which shall be issued at the Lessor's sole discretion and subject to the approval of the Myanmar Investment Commission. In such case, the Lessee shall abide by the Myanmar Companies Act, and other applicable Laws, rules and regulations stipulated by the Government and the relevant authorities.

Clause 12. 12.1 The Lessee shall strictly comply with the laws, rules, and regulations of the government and local authorities and observe the order of the Lessor or the Lessor's agent, relating to compliance with this Agreement.

12.2 The Lessee shall ensure that his and/or her foreign personnel and their families shall abide by the Laws of The Republic of the Union of Myanmar and they shall not interfere in the internal affairs of The Republic of the Union of Myanmar.

Clause 13. Within the Lease Period, the Lessee permits the Lessor to inspect the factory building and any other building on the Land with the full cooperation of the Lessee.

Clause 14. The Lessee must keep the Land in good condition at his own expense throughout the Lease Period. The Lessee shall be responsible for any damage and losses occasioned to the Lessor from loss of possession of the Land due to intrusion by outsiders, or lose of any right and interest of the Lessor in respect of the Land due to negligence, default or

wilful act of the Lessee, and the Lessee shall accordingly compensate the Lessor in full for such damages and losses.

Clause 15. The Lessee shall bear all taxes, duties and fees charged by the government or local authorities throughout the Lease Period on or relating to the payment of the Land Use Premium, the Land Rent or the Fees and/or its business on the Land.

Clause 16. Should the Lessor suffer damages for whatever reason, directly or indirectly, arising from the performance or non-performance by the Lessee, or its employees, agents, servants or visitors in relation to its business in MIP, the Lessee shall be liable for and shall make full compensation for such damages of whatsoever kind to the Lessor.

Clause 17. 17.1 The Lessee shall complete the construction of the factory building on the Land within the period of 2 (two) years or any longer period approved by the Lessor from the date of the commencement of the Lease.

17.2 Should the Lessee fail to complete the construction work within such period, the Lessee agrees that this event shall constitute a breach of this Agreement, and the Lessor reserves the right to terminate this Agreement pursuant to Chapter 9 set out below and the Lessor shall have the right to re-enter into the said Land.

Clause 18. During the construction of the factory building on the Land, the Lessee shall agree to permit the Lessor or his agent to inspect the construction at all times. The Lessee shall provide convenience and cooperative support and follow the Lessor's advice. Should the Lessor consider that any construction is not in accordance with the detailed Additional Conditions, the Lessor is entitled to instruct the Lessee to correct the construction and the Lessee shall make best efforts to observe the Lessor's instruction. If the Lessor considers that the said faults involve an essential element, the Lessor shall have the right to instruct the Lessee to stop the construction immediately. Any delay or damage arising therefrom cannot be claimed by any event for the extension of the construction period and/ or for reimbursement by the Lessor. Should the plan or the details of construction involve any fault the Lessee agree to let the Lessor decide and such decision shall be final.

Clause 19. The Lessee shall strictly abide by the Additional Conditions and other rules and conditions which shall be attached as an integral part of this Agreement. The Lessee shall comply in full with all the clauses contained therein. In the event of the Lessee's failing to do so, the Lessor shall serve a notice demanding the Lessee to observe and perform in accordance with the Agreement and the Additional Conditions within six months, and

if the Lessee still fails to perform fully within that period, the Lessor shall sanction the Lessee in accordance with the codes mentioned in the Additional Conditions, and the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from the Lessee all damages incurred directly or indirectly therefrom.

Clause 20. In the event of Lessee's failing to perform in accordance with any clause, apart from default of payment as specified in Chapter 5, the Lessor shall send a letter of notice to the Lessee demanding observance of the agreement within a specified period, and if the Lessee still does not fully perform within such period, then the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from Lessee all damages incurred directly *or* indirectly therefrom.

Chapter 8. Arbitration

Clause 21. **21.1** If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

21.2 In the event that such dispute can not be settled amicably, it shall be settled in the Republic of the Union of Myanmar by Arbitration, through two arbitrators, each one of whom shall be appointed by each Party. Should the arbitrators fail to reach an agreement, then such dispute shall be referred to an Umpire nominated by those arbitrators. The decision of the arbitrators or the Umpire shall be final and binding upon both Parties.

21.3 The Arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 1944 (Myanmar Act IV, 1944) or any subsisting statutory modification thereof. The venue of Arbitration shall be in Yangon, The Republic of the Union of Myanmar. The Arbitration fees shall be borne by the losing Party.

Chapter 9. Termination

Clause 22. **22.1** Should the Agreement be terminated for one of the following reasons;

- (a) Breach of condition of this Agreement by the other Party without rectification within 30 (thirty) days from the written notification of the other Party,
- (b) Force Majeure persisting for more than 6 (six) months after the occurrence thereof,
- (c) Incapability of implementing the original aims and object of the Lessee,

the Lessee agrees to stop operations immediately and remove all Lessee's Properties mentioned in Chapter 7 from the Land within 30 (thirty) days from the date of termination and return the Land to the Lessor in good condition. If the Lessee fails to do so, the Lessee agrees to pay the Lessor daily damages calculated as follows;

Land Rent per year at the time of the termination x 20

365

Until the Lessee shall have duly completed such removal and return. Regarding removal of the Lessee's Properties, the Lessee shall bear all related costs of such removal.

22.2 If the Lessee fails to remove such Lessee's Properties or cannot complete the removal, the Lessee shall permit the Lessor to remove such Lessee's Properties and the Lessee shall bear all expenses and damages as mentioned in Clause 22.1 until the day which is deemed by the Lessor as the day of complete removal. In no event shall the Land Use Premium specified in Clause 3 be decreased or refunded due to the termination of the Agreement.

Chapter 10. Notice

Clause 23. Any notice or other communication required to be given or sent hereunder shall be in English and be left or sent by prepaid registered post (airmail, if overseas) or telex or electronic mail or facsimile transmission or international courier to the Party concerned at its address given underneath describing the names and addresses or such address as the Party concerned shall have notified in concurrence with this Clause to the other Party.

Lessor : Name : **Mingaladon Industrial Park Co., Ltd.**
Address : Corner of No.3 Highway Road and Khayebin Road,
Mingaladon Township, Yangon, The Republic of
the Union of Myanmar.

Lessee : Name: **Sun-Flower Lace (H.K) Co., Ltd.**
Address: Unit 1111, 11/F Trendy Centre, 682 Castle Peak Road,
Kowloon, Hong Kong.

Chapter 11. Governing Law

Clause 24. **24.1** This Agreement shall be governed by and construed under the Laws of The Republic of Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant Court of Myanmar and all Courts competent to hear appeals therefrom.

24.2 .In the event that any provision of the Agreement is deemed invalid, unlawful or unenforceable under any applicable law, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and this Agreement shall be construed as if such invalid, unlawful or unenforceable provision had never been contained in this Agreement.

Chapter 12. Force Majeure

Clause 25. **25.1** If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are effected by such Force Majeure shall, with the approval of the other Party, be suspended during the continuance of the disability so caused, as far as possible, be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by Force Majeure.

25.2 The term, Force Majeure shall mean Acts of God, wars, strikes, lock outs, industrial disturbances, explosions, earthquakes, floods, typhoons, fires, storms or other causes similar to the kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence, either Party is unable to overcome.

Chapter 13. Mineral Resources and Treasures

Clause 26. Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Period of the Agreement shall be the property to the Government of The Republic of the Union of Myanmar and the Government of The Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

Chapter 14. Protection of Environment

Clause 27. The Lessee shall be responsible for the protection and preservation of the environment in and around the Land, and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The Lessee shall also take necessary measures in order to make environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the Land environmental friendly.

Chapter 15. Modification of the Agreement

Clause 28. In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and that it warrants amendments to this Agreement, the Parties hereto shall make necessary negotiations with a view to making such necessary amendments.

Chapter 16. Retransfer of the Land

Clause 29. **29.1** At the end of the Lease Period, the Lessee shall transfer the Land to Lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

29.2 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and damages caused to the Land by the Lessee.

29.3 Notwithstanding the above Clause 29.1, a new agreement for further period may be negotiated and agreed upon between the Parties before the expiry of the Lease Period upon the request of the Lessee.

Chapter 17. Condition Precedent

Clause 30. This Agreement shall become valid upon signing by the Parties hereof and validity of this Agreement shall be subject to and conditional upon receipt of the approval from Myanmar Investment Commission.

This Lease Agreement is made in triplicate having the same contents. Both Parties have read and thoroughly understood this document and the accompanying Additional Conditions of the MIP, and hereunto affix their signatures. Each Party shall keep one copy and the remaining one will be submitted to the official for registration.

The Lessor: On and behalf of
Mingaladon Industrial Park Co., Ltd.

Win Zaw
Chairman

Shigeo HANA
Managing Director

The Lessee: On the behalf of
Sun-Flower Lace (H.K) Co., Ltd.

Name : Ms. Hsu Shu-Chen
Title : President
In the present of

Name : Myint Naing
Designation : Director (Admin & Estate)
Address: Department of Human Settlement
and Housing Development

Name:
Designation :
Address:

EXHIBITS

- A: SITE PLAN OF MINGALADON INDUSTRIAL PARK
- B: PHYSICAL DELIVERY RECEIPT
- C: ADDITIONAL CONDITIONS FOR LEASE OF MINGALADON INDUSTRIAL PARK

EXHIBIT-B

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. C-3

OF

MINGALADON INDUSTRIAL PARK

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

PHYSICAL DELIVERY RECEIPT

(The Final Sub-Lease Deed giving effect to Land Use Right)

FOR

PLOT NO. C-3

OF

MINGALADON INDUSTRIAL PARK

Physical Delivery Receipt

(The Final Sub-Lease Deed giving effect to Land Use Right)

for Plot No. C-3 of
Mingaladon Industrial Park

Lease Conditions

Plot No.	~ C-3
Area	~ 24,872.00 m ²
Rate of Land Use Premium	~ US\$ 38. ⁰⁰ /m ²
Land Use Premium Amount	~ US\$ 945,136. ⁰⁰
Lease period	~ Until 7 th February 2048 with effect from the date of signing of Physical Delivery Receipt

Physical Delivery Receipt
(The Final Sub-Lease Deed giving effect to Land Use Right)
for Plot No. C-3 of
Mingaladon Industrial Park

This Physical Delivery Receipt for Plot No. C-3 of Mingaladon Industrial Park is made and executed on the _____ day of _____, 2012 between;
Mingaladon Industrial Park Co., Ltd., located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar represented by Mr. Shigeo HANA, Managing Director (hereinafter referred to as the “Lessor”) on the one part;

and,

Sun-Flower Lace (H.K) Co., Ltd., located at Unit 1111, 11/F Trendy Centre, 682 Castle Peak Road, Kowloon, Hong Kong represented by Ms. Hsu Shu-Chen, President (hereinafter referred to as the “Lessee”) on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the “Parties”, including any successors by law to replace the Parties)

WITNESSETH AS FOLLOWS:

WHEREAS;

1. The Lessor and the Lessee have entered into and executed the Sub-Lease Agreement to lease and take the lease on the land in Mingaladon Industrial Park (referred to as "MIP"), Plot No.C-3 (hereinafter referred to as the "Land"), dated _____ (hereinafter referred to as the "Agreement");

2. In accordance with the Sub-Lease Agreement, upon the Lessor's confirmation that the Lessee have satisfied all of its obligations stipulated in Clause 3.1 a, b and c of the Sub-Lease Agreement, the Lessor shall deliver the Land to the Lessee by issuing this Physical Delivery Receipt (hereinafter referred to as the "Receipt").

NOW, THEREFORE, based upon the above mentioned recitals, the Parties hereby have mutually agreed to enter into and implement the Receipt with the following terms and condition

SECTION 1
DELIVERY AND ACCEPTANCE

1.1 In accordance with the Agreement, the Lessor hereby delivers to the Lessee and the Lessee hereby accepts and receives from the Lessor, the Right to lease the Land, located in MIP, as described and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK attached to the Agreement as Exhibit A.

SECTION 2
RIGHT TO LEASE

2.1 As described within the Agreement, the Lessee's right to lease the Land has legally occurred upon the execution of this Receipt. With the execution thereof, the Lessee is the sole party to take lease on and use the Land.

2.2 Upon execution of this Receipt, the Lessee has no right to exercise any further rights or claims either to the Lessor or to any other party in connection with the Land other than stipulated on the Agreement, and therefore, the Lessee shall be liable for any risk whatsoever over the Land in connection with its usage thereof.

SECTION 3
OBLIGATION OF THE LESSEE

3.1 As of this Receipt, the Lessee can enjoy its right to lease the Land, provided that the Lessee is liable to pay any costs, taxes, Management Fees, Utility Charges, Service Fees, Land Rent, and other related expenses, associated, directly and/or indirectly, with the Lessee's execution of the Agreement and the business of the Lessee in MIP as described within the Agreement.

3.2 Provided that the Lessee has received the delivery of the Right to Lease the Land, the Lessee hereby agrees to fulfill, including but not limited to, the remaining obligations under the Agreement and amendments, if any, to be made in the necessity of the Lessor.

IN WITNESS WHEREOF, the Parties hereto have agreed and signed this Receipt on the date first mentioned above.

THE LESSOR: **Mingaladon Industrial Park Co., Ltd.**

Name :Win Zaw
Title : Chairman

Name :Shigeo HANA
Title : Managing Director

THE LESSEE: **Sun-Flower Lace (H.K) Co., Ltd.**

Name: Ms. Hsu Shu-Chen
Title : President

Name:
Title:

**PROVISIONAL ALLOTMENT
FOR
PLOT NO. C-3
OF
MINGALADON INDUSTRIAL PARK**

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

S.H

2/2

Provisional Allotment for Plot No. C-3 of Mingaladon Industrial Park

This Provisional Allotment for Plot No. C-3 of Mingaladon Industrial Park is made and issued in Yangon on the 15 day of December, 2011 to, **Mingaladon Industrial Park Co., Ltd.**, located at Corner of No. 3 Highway Road & Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor");

by,

Sun-Flower Lace (H.K) Co., Ltd., located at Unit 1111, 11/F Trendy Centre, 682 Castle Peak Road, Kowloon, Hong Kong. (hereinafter referred to as the "Prospective Lessee");

NOW ALLOTMENT TO THE LESSOR AS FOLLOWS;

1.1 Desire to Lease

The Prospective Lessee hereby issues and submits this Provisional Allotment (hereinafter referred to as the "Allotment") to hold a right to lease a land developed or to be developed in the Mingaladon Industrial Park (hereinafter referred to as the "MIP"), which is an industrial estate located at Mingaladon Township, Yangon, The Republic of the Union of Myanmar, described as **Plot No.C-3**, having an area of **24,872.00** square-meter (hereinafter referred to as the "Land") and marked on the SITE PLAN OF THE MINGALADON INDUSTRIAL PARK, attached as Exhibit A to the Sub-Lease Agreement of MIP (hereinafter referred to as the "Agreement").

S.H.

8-5

2.1 Consideration

In consideration for the Prospective Lessee's right to lease the Land, the total amount payable is **US\$ 945,136.00 (United States Dollars Nine Hundred and Forty Five Thousand One Hundred and Thirty Six only)** (hereinafter referred to as the "Land Use Premium"), as indicated at Chapter 3 as Payment Terms (hereinafter referred to as the "Payment Terms"), in the Agreement.

2.2 Booking Fee

In accordance with the Payment Terms, the Prospective Lessee shall pay to the Lessor 10% (ten percent) of the Land Use Premium as a Booking Fee the amount of **US\$ 94,513.60 United States Dollars Ninety Four Thousand Five Hundred Thirteen and Cents Sixty only** (hereinafter referred to as the "Booking Fee") provided that the Lessor accepts this Allotment, at his sole discretion, which and thereby shall inform to the Prospective Lessee, accompanied with detailed payment instructions for the Booking Fee, which is refundable only in the event of the stipulation at 3.2 herein. Booking Fee shall be allotted to the first instalment of the Payment Terms at the signing of the Agreement.

3.1 Reservation Period

Provided that this Allotment is accepted by the Lessor pursuant to 2.2 hereinabove, the Lessor shall hold the Plot described hereto as 1.1, up to 120 days from the date of the acceptance of this Allotment by the Lessor (hereinafter referred to as the "Reservation Period").

3.2 Cancellation of Allotment

The Lessor reserves the right to cancel this Allotment for any reason whatsoever at his sole discretion and the Prospective Lessee agrees that the Lessor reserves such right. In case this Allotment is terminated by the Lessor within the Reservation Period, the Lessor shall refund the Booking Fee without Interest with a written notice of termination of this Allotment to the Prospective Lessee.



3.3 Result of Expiration of Allotment

In the event that the Prospective Lessee fails to enter into the Agreement within the Reservation Period for whatever reason, the Lessor is entitled to forfeit the Booking Fee and shall not have any obligation(s) to the Prospective Lessee in whatsoever kind from the expiration of the Reservation Period, including but not limited to the reservation of the Land.

4.1 Notices

Any correspondence to the Prospective Lessee's address contained herein or to an address which the Lessor has been informed of in writing, will be deemed to be lawfully delivered and to be received and acknowledged by the Prospective Lessee on the date which the document should normally reach such address.

5.1 Assignment

In any event, should the Prospective Lessee desires to assign this valid Allotment to a third party, the Prospective Lessee agrees that such assignment of this Allotment is subject to prior written approval by the Lessor at his sole discretion.

6.1 Subordination

Notwithstanding whatever is stipulated herein, in the event that the Prospective Lessee enters into the Lease Agreement for the Land, this Allotment shall thereupon be terminated.

7.1 Expenses

The Prospective Lessee must bear all taxes, duties and fees charged by the government and/or local authorities and any other related expenses regarding this Allotment.

8.1 Amendments

The Prospective Lessee hereby acknowledges and accepts the fact that the Allotment is subject to change due to instructions made by local authorities of the Republic of the Union of Myanmar. The changes will be notified in writing manner, when applicable.

S.H

3/5

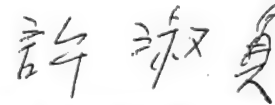
9.1 Others

One (1) set of this Allotment shall be submitted by the Prospective Lessee to the Lessor. After being reviewed and accepted by the Lessor, the Lessor shall execute the Allotment and send a copy of the executed Allotment to the Prospective Lessee for record purposes, and the executed date shall constitute the commencement date for the Reservation Period of this Allotment.

On the date first mentioned above;

THE PROSPECTIVE LESSEE:


Sun-Flower Lace (H.K) Co., Ltd.



Name : Ms. Hsu Shu-Chen

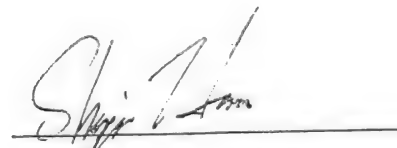
Title : President

ACCEPTED BY THE LESSOR ON THE DATE OF


15, December, 2011

THE LESSOR:

Mingaladon Industrial Park Co., Ltd.


Name : Shigeo HANA
Title : Managing Director



**ADDITIONAL CONDITIONS FOR LEASE
OF
MINGALADON INDUSTRIAL PARK**

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

UNION OF MYANMAR

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CHAPTER I

DEFINITIONS AND INTERPRETATIONS

In the Additional Conditions of the MIP, the following definitions and interpretations apply:

1) Air Pollution Prevention Device

"Air Pollution Prevention Device" means a device which must be installed by the Lessee at any place which discharges gas product as Industrial Waste, in order to process the gas so that it fulfils the quality standards determined by the Lessor and/ or the Government.

2) Analysis on Environmental Impact

"Analysis on Environmental Impact" means the results of any study on the main impact of the planned business or activities of the Lessee on the environment.

3) Approval Letter for Construction

"Approval Letter for Construction" means the letter issued by the Lessor to the Lessee by which the Lessor consents to the commencement of the construction work for the Lessee's Facilities on the Land.

4) Building Coverage

"Building Coverage" means the ratio between the area of building ground floor and the area of the Land relating to each Facility.

5) Building Height Control

"Building Height Control" means the total height of building in each Facility.

6) Building Permit

"Building Permit" means the permit to be granted by the authority of the Union of Myanmar to the Lessee for, and in connection with, the building of the Facilities.

7) Building Setback Line

"Building Setback Line" means the line which may not be crossed by any building, except for surfaces for parking, and the loading and unloading of materials. The details are specified in Chapter VIII B and Attachment 3.

8) Business Permit

"Business Permit" means the permit to trade and other permits to be granted by the authority of the Union of Myanmar to the Lessee for, and in connection with, the Lessee's business in the MIP.

9) Conditions

"Conditions" means the Additional Conditions and other terms and provisions and any alterations and additions thereto which may be made by the Lessor to regulate the rights and obligations of the Lessor and the Lessee not inconsistent with the existing laws of the Union of Myanmar.

10) Environmental Management Plan

"Environmental Management Plan" means the document prepared by the Lessor that contains the method of handling the main impact on the environment caused by the planned business or activities of the Lessee.

11) Environmental Monitoring Plan

"Environmental Monitoring Plan" means the document prepared by the Lessor that contains the method of monitoring any environmental components affected by the main impacts of the planned business and activities of the Lessee.

12) Facilities

"Facilities" means the Lessees' facilities, such as factories, warehouses and storage, offices, to be constructed and operated on the Land.

13) Government

"Government" means the Government of the Union of Myanmar and any of its governmental authorities.

14) Industrial Estate Site Plan

"Industrial Estate Site Plan" means the plan that indicates the land use and the pattern of roads in the MIP prepared by the Lessor.

15) Industrial Waste

"Industrial Waste" means waste products that result from industrial production processes and other activities by the Lessee and are in the form of solids, dust, liquid or gas which can cause pollution.

16) Industrial Water

"Industrial Water" means the raw water from a tube well that is used for the purpose of production and other needs.

17) Infrastructure

"Infrastructure" means the basic construction carried out by the Lessor such as roads, lighting, industrial water supply system, waste water drainage system, electric power facilities, telecommunications system, fire hydrant system, green open spaces and fencing, details of which are specified in Chapter IV A.

18) Land

"Land" means any lot or lots of land in the MIP leased to the Lessee under the Sub-Lease Agreement.

19) Land Rent

"Land Rent" means the annual rent for the Land to be paid by the Lessee under the Sub-Lease Agreement.

20) Lease Right

"Lease Right" means the rights granted to the Lessee under the Sub-Lease Agreement.

21) Lessee

"Lessee(s)" means a company (companies) who shall take lease of the Land in the MIP under the Sub-Lease Agreement.

22) Lessor

"Lessor" means the Mingaladon Industrial Park Co., Ltd. (MIPCL).

23) Management Fees

"Management Fees" means the fees specified in the item e) of Chapter VI B.

24) MEPE

"MEPE" means Myanma Electric Power Enterprise.

25) MIP

"MIP" means the Mingaladon Industrial Park managed by the Lessor.

26) MPT

"MPT" means Myanma Posts & Telecommunications.

27) Physical Delivery of Land

"Physical Delivery of Land" means the transfer that validates the Lessee's occupation and utilisation of the Land by issuing the Physical Delivery Receipt by the Lessor to the Lessee based upon the provision contained in the Sub-Lease Agreement.

28) Primary Waste Water Treatment Plant

"Primary Waste Water Treatment Plant" means the waste water processing plant equipped by the Lessee on the Land that is used to process Waste Water of the Lessee. Such processed water shall fulfil the waste water quality standards specified in the Attachment 9 contained in the Conditions.

29) Service Fees

"Service Fees" means the fees for the business services rendered by the Lessor pursuant to Chapter IV C.

30) Services

"Services" means maintenance services of Infrastructure and Utilities of MIP and/or business services provided to the Lessee by the Lessor, the details of which are specified in Chapter IV C.

31) Sub-Lease Agreement

"Sub-Lease Agreement" means the "Sub-Lease Agreement of Mingaladon Industrial Park" executed by and between the Lessor and the Lessee, for the lease of the Land from the Lessor to the Lessee.

32) Toxic and Hazardous Substances

"Toxic and Hazardous Substances" means such substances as are included in one or more of the following groups of substances:

- (a) Toxic substances,
- (b) Explosives,
- (c) Flammable substances,
- (d) Oxidant and reducing agents,
- (e) Explosive and flammable substances,
- (f) Pressurised gas,
- (g) Corrosives substances/ irritants,
- (h) Radioactive substances,
- (i) Other toxic and hazardous substances, such as those so determined by the Government.

33) Utilities

"Utilities" means utilities of the MIP such as industrial water, electricity and telecommunication services, details of which shall be specified in Chapter IV B and Chapter VII.

34) Utilities Charges

"Utilities Charges" means the charges for the Utilities to be paid by the Lessee.

35) Waste Water

"Waste Water" means water which results from the industrial production processes and other uses by the Lessee.

36) Waste Water Treatment Plant

"Waste Water Treatment Plant" means the processing plant at the MIP that is used to process Waste Water of the Lessee. Such processed water shall fulfil the waste water quality standards determined by the Lessor and/or the Government.

37) YCDC

"YCDC" means Yangon City Development Committee.

CHAPTER II

AIMS AND PURPOSES

A. Of the Lessor

- a) To provide a detailed explanation regarding the MIP, including Infrastructure, Utilities and supporting facilities available, so that the Lessee can obtain complete information regarding the Lessee's construction of Facilities and its operation at the MIP;
- b) To provide the necessary information regarding the terms and conditions which must be satisfied by the Lessee to obtain the land, construct and operate Facilities at the MIP.

B. Of the Lessee

- a) To be aware of the services provided by the Lessor in supporting the expeditious construction and operation of its Facilities at the MIP;
- b) To be aware of the rights and obligations in connection with the construction and operation of its Facilities at the MIP;
- c) To construct and operate the Facilities at the MIP in compliance with the Conditions.

CHAPTER III

LAND USE AND TYPE OF INDUSTRY

A. Land Use

- a) The utilisation of the Land must comply with the provisions as specified in the Business Permit and Building Permit. Any change in utilisation must have the prior approval of the authorities issuing such permits, and of the Lessor.
- b) The Lessee is obliged to complete the construction work for the Facilities within the period specified in the Approval Letter for Construction.

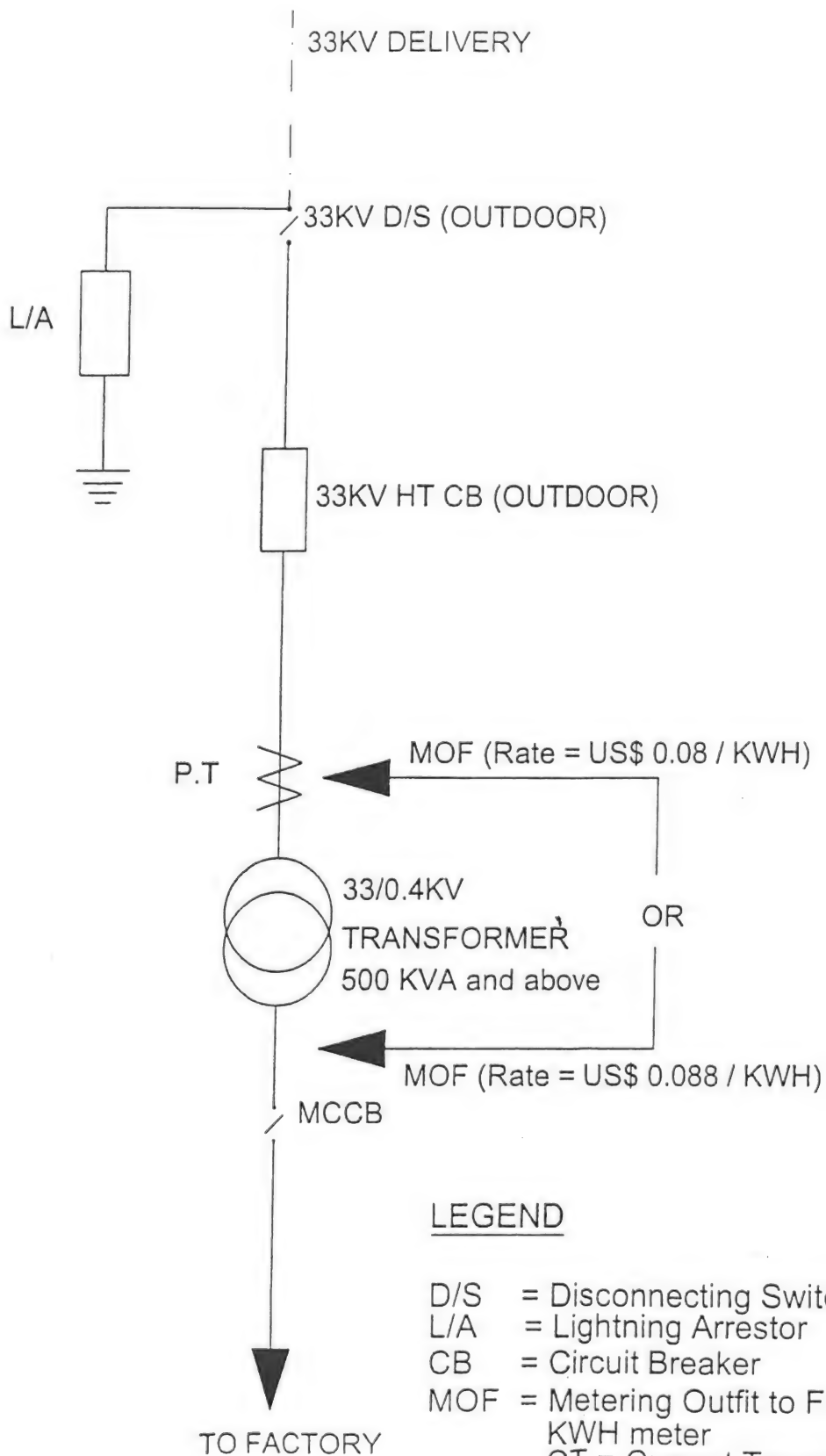
B. Type of Industry

The Lessee shall be permitted to operate its business at the MIP provided that:

- a) They comply with the Utilities Codes contained in the Conditions;
- b) They comply with the Building Codes contained in the Conditions;
- c) They comply with the Construction Codes contained in the Conditions;
- d) They comply with the Environmental Codes contained in the Conditions;

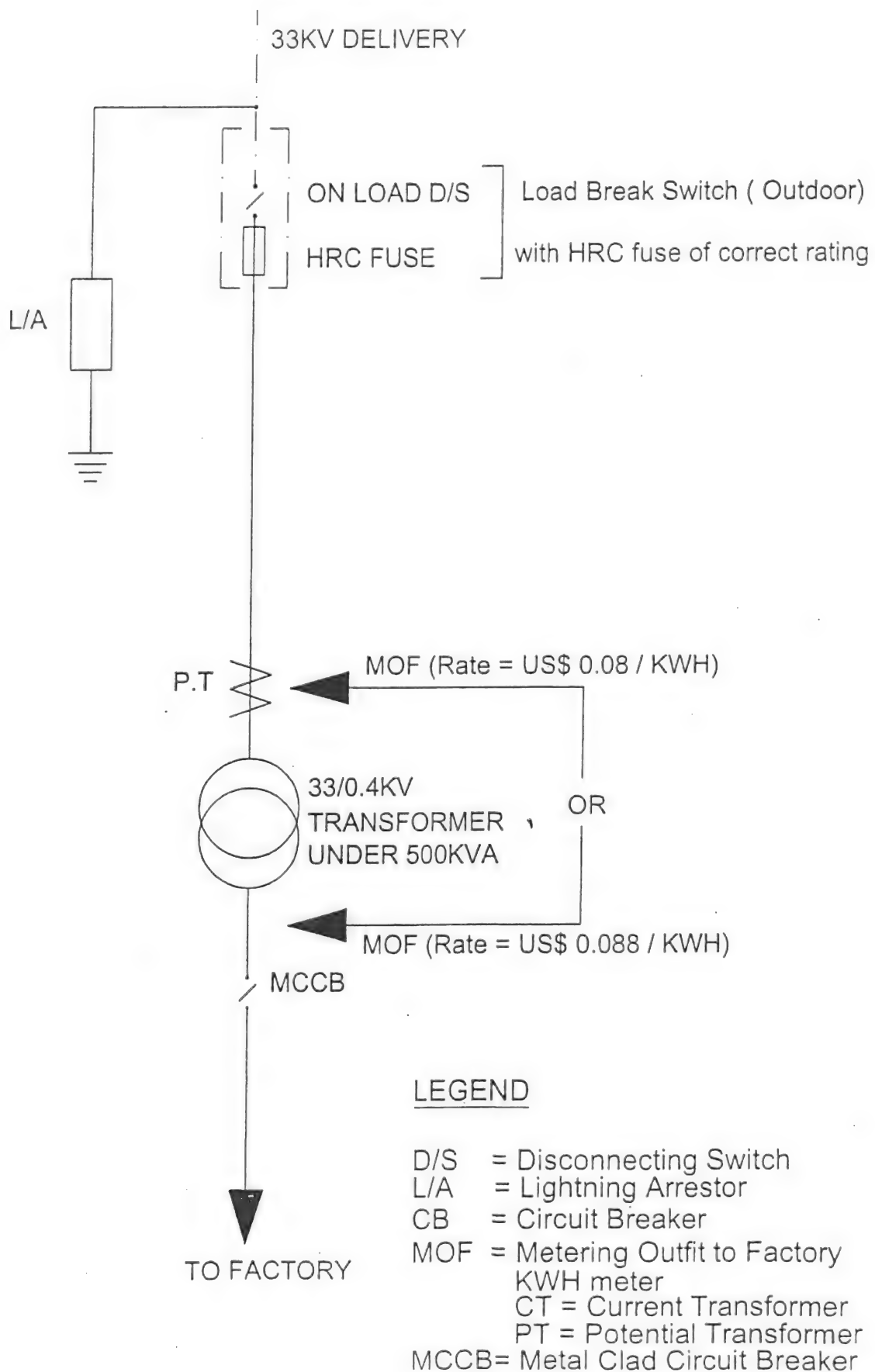
The Lessee will not be permitted to operate any industry which is prohibited by the Government.

ELECTRICITY RECEIVING REQUIREMENT (For Transformer 500KVA and above)

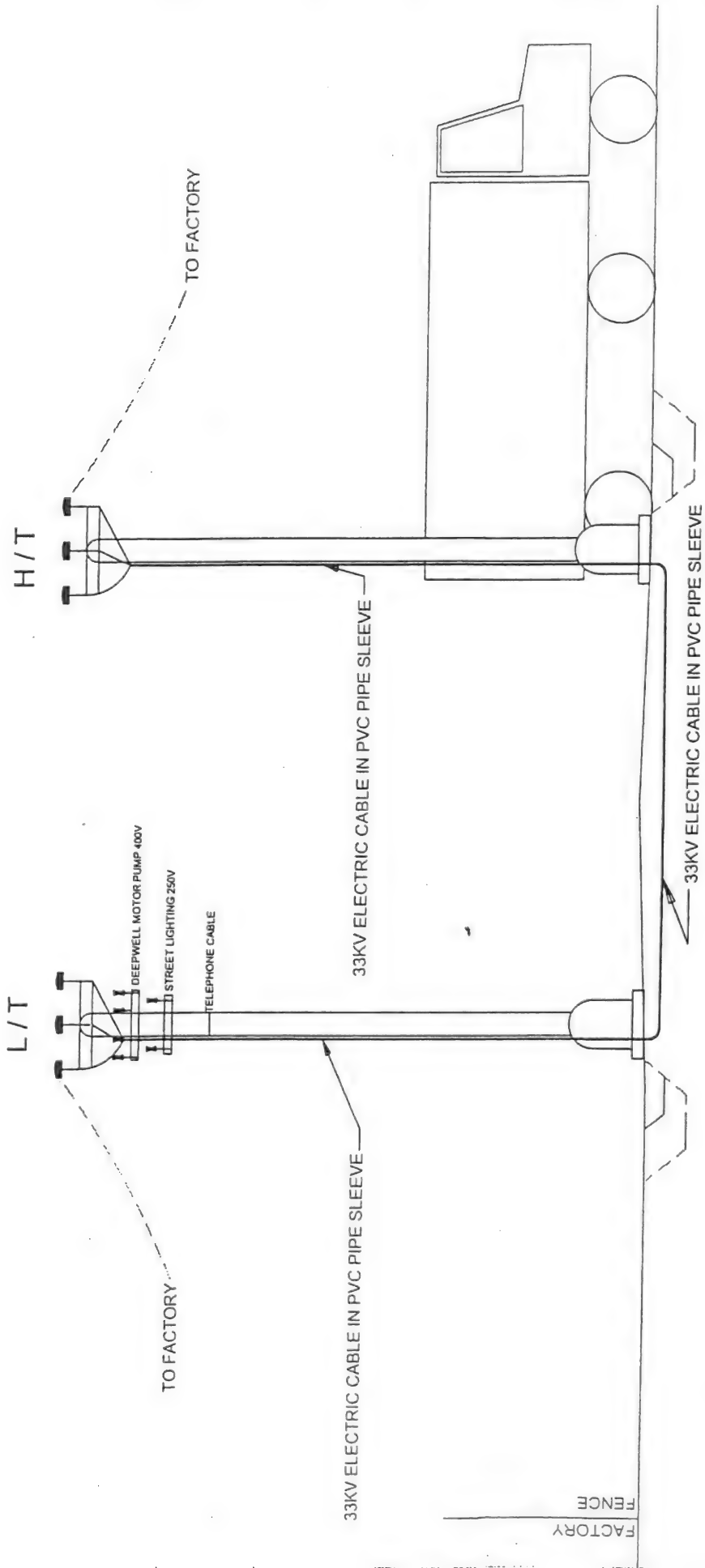
LEGEND

D/S = Disconnecting Switch
 L/A = Lightning Arrestor
 CB = Circuit Breaker
 MOF = Metering Outfit to Factory
 KWH meter
 CT = Current Transformer
 PT = Potential Transformer
 MCCB = Metal Clad Circuit Breaker

ELECTRICITY RECEIVING REQUIREMENT (For Transformer Size under 500KVA)

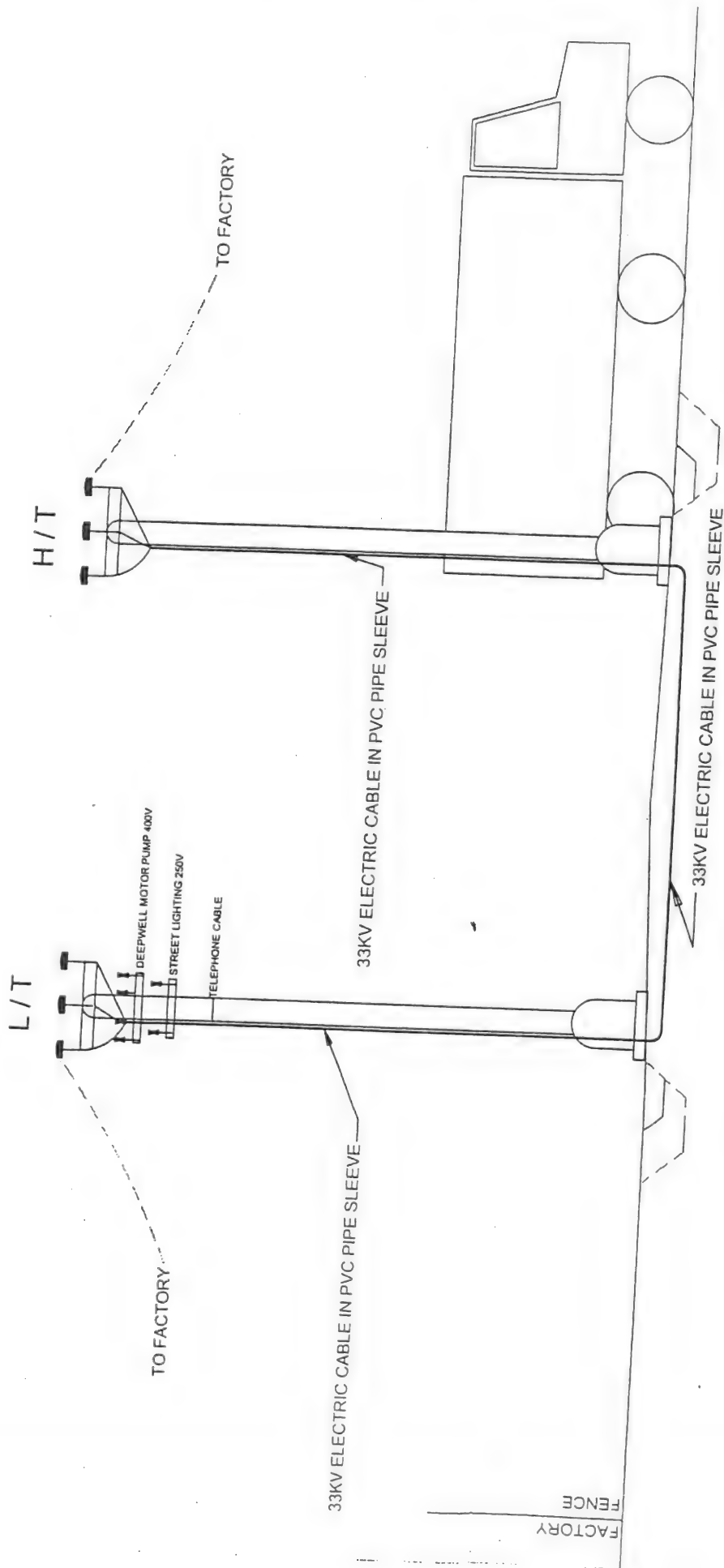


CONNECTION OF SUB-DIVISION LINE
(CROSSING THE ROAD)



CLEARANCE BETWEEN	
1. TELECOM & H.T CABLES	FEET 6.5
2. TELECOM & L.T CABLES	3.3
3. H.T & L.T CABLES	4.0
4. LOWEST PT. OF CABLE & GROUND SURFACE	19.0

CONNECTION OF SUB-DIVISION LINE
(CROSSING THE ROAD)



CLEARANCE BETWEEN	
1. TELECOM & H.T CABLES	6.5
2. TELECOM & L.T CABLES	3.3
3. H.T & L.T CABLES	4.0
4. LOWEST PT. OF CABLE & GROUND SURFACE	19.0



ATTACHMENT 9

WASTE WATER QUALITY CRITERIA

PARAMETER	UNIT	MAXIMUM ALLOWABLE LIMIT
<u>PHYSICAL</u>		
Temperature	°C	35
Dissolved Solids	mg/l	1000
Suspended Solids	mg/l	200
<u>CHEMICAL</u>		
pH	units	6-9
Iron (Fe)	mg/l	5
Manganese (Mn)	mg/l	0.5
Zinc (Zn)	mg/l	5
Copper (Cu)	mg/l	0.5
Chromium Hexav (Cr)	mg/l	0.1
Cadmium (Cd)	mg/l	0.01
Total Mercury (Hg)	mg/l	0.005
Boron (B)	mg/l	1
Nikel (Ni)	mg/l	0.1
Phosphate (PO ₄ -P)	mg/l	1
PCB	mg/l	0.003
Lead (Pb)	mg/l	0.1
Arsenic (As)	mg/l	0.05
Selenium (Se)	mg/l	0.01
Cyanide (Cn)	mg/l	0.02
Sulphur (S)	mg/l	0.01
Fluorine (F)	mg/l	1.5
Chlorine (Cl ₂)	mg/l	1
Chloride (Cl)	mg/l	600
Sulphate (SO ₄)	mg/l	400
Free Ammonia (NH ₃ -N)	mg/l	0.5
Nitrate (NH ₃ -N)	mg/l	10
Nitrite (NO ₂ -N)	mg/l	1
<u>Oxygen Demand</u>		
Biology (BOD)	mg/l	240
Chemical (COD)	mg/l	500
Blue Active Compound		
Methylene (Mixed Active Methyl Blue)	mg/l	0.5
Phenol	mg/l	0.002
Vegetable Oil & Fats	mg/l	30
Mineral Oil (Hydrocarbon)	mg/l	10
MBAS (Detergent)	mg/l	0.5
Radioactivity*		

Note: 1. Radioactivity* concentration follows the valid regulations.

2. No substances constituting an obstacle to the biological treatment process shall be included.

ATTACHMENT 10

AMBIENT AIR QUALITY CRITERIA

PARAMETER	AVERAGE TIME IN	PRIMARY		SECONDARY		INFO
		MIN	MAX	MIN	MAX	
CARBON MONOXIDE (CO)	1 hour 3 hour 8 hour 1 year	-	10 mg / m ³			
NITROGEN DIOXIDE (NO ₂)	1 hour 3 hour 8 hour 24 hour 1 year	-	100 µg / m ³	-	100 µg / m ³ (0.05 ppm)	
SULPHUR DIOXIDE (SO ₂)	1 hour 3 hour 8 hour 24 hour 1 year	- - - - -	- - - 265 µg / m ³ (0.14 ppm) 80 µg / m ³ (0.03 ppm)	- - - - -	1360 µg / m ³ (0.5 ppm) 260 µg / m ³ 60 µg / m ³	
HYDROGEN SULPHIDE (H ₂ S)	1 hour 3 hour 8 hour 24 hour 1 year	-	24 µg / m ³ (0.21 ppm)			
HYDROCARBON	1 hour 3 hour 8 hour 24 hour 1 year	-	160 µg / m ³ (0.21 ppm)	-	160 µg / m ³ (0.21 ppm)	
DUST	1 hour 3 hour 24 hour 1 year	-	260 µg / m ³ 75 µg / m ³	-	150 µg / m ³ (60 µg / m ³)	
LEAD (Pb)	30 days	-	1.5 µg / m ³ 0.06 µg / m ³	-		
AMMONIA (NH ₃)	24 hour	-	2 ppm			
OXIDANTS	1 hour		160 µg / m ³ (0.08 ppm)	-	160 µg / m ³ (0.08 ppm)	

ATTACHMENT 11

EMISSION QUALITY CRITERIA

Pollution	Emission Criteria	Units (g / Nm ³)
Smoke	All incineration Centers	Ringelman No. 2 shall not exceed more than 5 min / hr
Solid material	Process in industry	0.20 g / m ³ (after correction towards p 12% CO ₂)
H ₂ SO ₄ - SO	ditto	0.10 g / Nm ³ as HP SO ₃
Compounds of: Fluorine	ditto	0.10 g / Nm ³ as HP
HCl	ditto	0.20 g / Nm ³ as HCl
Cl ₂	ditto	0.10 g / Nm ³ as Cl ₂
H ₂ S	ditto	5 ppm as H ₂ S
NO ₂	ditto	2.0 g / Nm ³ as NO ₂
CO	ditto	1.0 g / Nm ³ as CO
Cu	ditto	0.02 g / Nm ³ as Cu
Pb	ditto	0.02 g / Nm ³ as Pb
As	ditto	0.02 g / Nm ³ as As
Sb	ditto	0.01 g / Nm ³ as Sb
Cd	ditto	0.01 g / Nm ³ as Cd
Hg	ditto	0.01 g / Nm ³ as Hg

ATTACHMENT 12

NOISE LEVEL CRITERIA

- I The threshold value for Noise in working-places is determined at 85 dBA.
- II The threshold values for adjacent community / industrial areas are divided into three areas / regions.
 - II.1 Hospital, Nursing Place areas
 - II.1.1 At night must not exceed 35 dBA.
 - II.1.2 Morning and afternoon must not exceed 40 dBA.
 - II.1.3 Midday must not exceed 45 dBA.
 - II.2 Housing areas
 - II.2.1 At night must not exceed 40 dBA.
 - II.2.2 Morning and afternoon must not exceed 45 dBA.
 - II.2.3 Midday must not exceed 50 dBA.
 - II.3 Shopping complex, road and factory areas
 - II.3.1 At night must not exceed 50 dBA.
 - II.3.2 Morning and afternoon must not exceed 55 dBA.
 - II.3.3 Midday must not exceed 60 dBA.

ATTACHMENT 13

REQUIREMENTS ON SANITARY CONVENIENCES AND WASHING FACILITIES

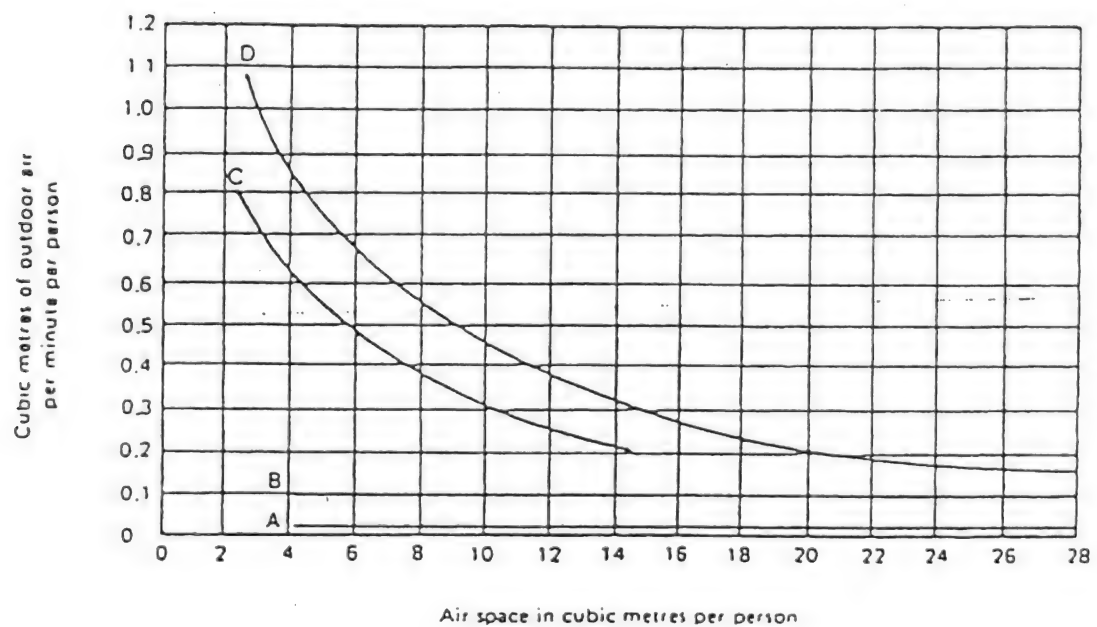
Categories of places	No. of sanitary facilities				
	Female		Male		
	Wc	Wb	Wc	Ur	Wb
The sanitary requirements should be provided in accordance to the floor area or the number of workers, whichever is greater.					
a. By Area					
For the first 500 m ²	1	2	1	2	2
501 m ² - 1000 m ²	2	3	2	4	3
1001 m ² - 2000 m ²	3	5	3	6	5
For every additional 1000 m ² in excess of 2,000 m ²	1	2	1	2	2
b. By No. of Workers					
Male workers up to 25			1	2	2
26 - 50 workers			2	3	3
51 - 100 workers			3	5	5
Every 50 in excess of 100 workers			1	2	1
Female workers up to 20	1	1			
21 - 40 workers	2	2			
41 - 70 workers	3	3			
71 - 100 workers	4	4			
101 - 140 workers	5	5			
141 - 180 workers	6	6			
Every 40 in excess of 180 workers	1	1			
c. Showers					
For every 25 workers - 1 shower					

Wc = water closet

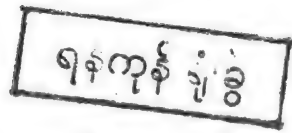
Wb = wash basin

Ur = urinal 600 mm is taken as 1 unit

VENTILATION REQUIREMENTS



- A Air required to provide necessary oxygen content
- B Air required to prevent CO₂ concentrations from rising above 0.5 per cent
- C Air required to remove objectionable body odors on sedentary adults
- D Data in curve C increased by 50% (and projected) to allow for moderate physical activity



မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

လင်း ဒါ ဖက်ရှင် (မြန်မာ)

ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းချဉ်းများ



THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

LINDA FASHION (MYANMAR)

COMPANY LIMITED



မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

လင်း ဒါ ဖက်ရှင် (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း



၁။ ကုမ္ပဏီ၏အမည်သည် လီမိတက် ဖြစ်ပါသည်။ လင်း ဒါ ဖက်ရှင် (မြန်မာ) ကုမ္ပဏီ

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၄,၀၀၀,၀၀၀,၀၀၀ /-(ကျပ်
သန်း လေး :စေ့၁၄.၀၀၀ တိတိ) ဖြစ်၍ငွေကျပ် ၁၀,၀၀၀ /-(ကျပ်
တစ်သောင်း :တိတိ) တန် အစုရှယ်ယာပေါင်း (၄၀၀,၀၀၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏
ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ
အထွေထွေပဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်
အာဏာရှိစေရမည်။

စက်မှုလက်မှုနှင့်ထုတ်လုပ်မှုလုပ်ငန်း ရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့်ပြုပြင်ခြင်းစသည့်လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက်မိမိတစ်ဦးတည်းဖြစ်စေ မည်သည့်ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်များနှင့်ဖက်စပ်၍ဖြစ်စေ လက်ခံစားစနစ် (စီအမ်ပီ) ဖြင့် လုပ်ကိုင်ရန်။

- (က) အဝတ်အထည်များ၊ အဝတ်အထည်နှင့်ဆက်စပ်ပစ္စည်းများ၊ ဇာပန်းထည်များနှင့် ချည်ရက်ထည်များအား ထုတ်လုပ်ခြင်းနှင့် ဖြန့်ဖြူးရောင်းချခြင်း၊
- (ခ) လယ်ယာကိုင်ကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက်ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ ထုပ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ထုတ်ပိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ကုန်ထုတ်လုပ်ခြင်း။
- (ဂ) (ကျွန်းမှအပ) သစ်နှင့်သစ်တောထွက်ပစ္စည်းများအား (သက်ဆိုင်ရာဌာန၏ခွင့်ပြုချက်ဖြင့်) ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်းနှင့်အသားသေစေခြင်း၊
- (ဃ) တိရစ္ဆာန်မွေးမြူခြင်းနှင့် တိရစ္ဆာန်ထွက်ကုန်ပစ္စည်းများအား ပြုပြင်ထုတ်လုပ်ခြင်း၊ စည်သွပ်ခြင်း၊
- (င) ရေထွက်ကုန်ပစ္စည်းများအား ဖမ်းယူခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ ကြိတ်ခွဲခြင်း၊ စည်သွပ်ခြင်းနှင့် ပြုပြင်ထုတ်လုပ်ခြင်း၊
- (စ) ဓာတ်မြေဩဇာ၊ ပိုးသတ်ဆေးနှင့် တိရစ္ဆာန်အစားအစာများထုတ်လုပ်ခြင်း၊
- (ဆ) လူသုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊
- (ဇ) အိမ်သုံးကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊
- (ဈ) ယာဉ်နှင့် စက်ကိရိယာများ၊ အပိုပစ္စည်းများထုတ်လုပ်ခြင်း၊
- (ည) လက်မှုအနုပညာပစ္စည်းများ၊ ယွန်းထည်များနှင့်ပရိဘောဂများ ထုတ်လုပ်ခြင်း၊
- (ဋ) ဆောက်လုပ်ရေးပစ္စည်းများနှင့် သုတ်ဆေးများ ထုတ်လုပ်ခြင်း၊
- (ဌ) စက်ရုံသုံးပစ္စည်းများထုတ်လုပ်ခြင်း၊
- (ဍ) လျှပ်စစ်နှင့် အီလက်ထရောနစ်ကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊
- (ဎ) အထည်အလိပ်နှင့် အဝတ်အထည်များ ထုတ်လုပ်ခြင်း၊
- (ဏ) အစိုးရ၏ ခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ ပြုပြင်ခြင်းနှင့် ထွက်ရှိသောကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်။

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့်စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ ကုန်ကြမ်းပစ္စည်းများနှင့် အခြားသောပစ္စည်းများကို ပြည်ပမှတင်သွင်းရန်နှင့် ထွက်ရှိလာသောကုန်ချောများ တစ်စိတ်တစ်ဒေသ ကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကားရောင်းချရန်၊

၃။ ကုမ္ပဏီမှ သင့်လျော်လျှောက်ပတ်သည်ဟုယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်၊

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း၊ သို့မဟုတ် ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်တို့ကိုယ်တိုင်သည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
၁။	<p>Sun-Flower Lace (H.K) Co., Ltd</p> <p>Unit 1111, 11/F., Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong.</p> <p><u>Represented by:</u></p> <p>Mrs. Hsu, Shu-Chen</p> <p>3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan , Republic of China.</p> <p>(Businesswoman)</p>	<p>Incorporated in Hong Kong</p> <p>I.C.No. 751063</p> <p>Republic of China</p> <p>P.P No. 303558761</p>	11,070 Shares	
၂။	<p>Mr. Wang Genquan</p> <p>No. 478, Yao Chang Zhuang, Xu Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China.</p> <p>(Businessman)</p>	<p>Republic of China</p> <p>P.P No. G 36402417</p>	1,230 Shares	

ရန်ကုန်။

နေ့စွဲ။

၂၀၁၂ ခုနှစ်၊ စက်တင်ဘာ လ၊

ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်
လက်မှတ်ရေးထိုးကြပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ
အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

လင်း ဒါ ဖက်ရှင် (မြန်မာ) ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ



၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီ နှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သောကုမ္ပဏီ

- ၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက် ရောက်စေရမည်။
- (က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။
 - (ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(စ်) တစ်ခုခုအတွက်ငွေထည့် ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

- ၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၄,၀၀၀,၀၀၀,၀၀၀ /-(ကျပ်
သန်း လေး ထောင် ငါး ရာ
တစ် သောင်း တိတိ)ဖြစ်၍ ငွေကျပ် ၁၀,၀၀၀ /-(ကျပ်
တိတိ)တန် အစုရှယ်ယာပေါင်း (၄၀၀,၀၀၀) ခွဲထားပါသည်။
ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်
အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

- ၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏
ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်
အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်
နိုင်သည်။

- ၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြ စေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စား လှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။
- ၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါ အားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာ များက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ်ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

- ၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -
(၁) Mrs. Hsu, Shu-Chen
(၂) Mr. Wang Gen. Quan
(၃)
(၄)
(၅)

တို့ဖြစ်ကြပါသည်။

- ၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။
- ၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။
- ၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

- ၁၁။ ဒါရိုက်တာများသည်၊ ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။
- ၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

- (၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။
- (၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခံ)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။
- (၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။
- (၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလိုငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။
- (၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ ဗားရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အတူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များတွက် ကုမ္ပဏီ၏ မည်သည့် အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကိုဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကို ဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။
- (၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။
- (၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

- (၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ် စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။
- (၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။
- (၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။
- (၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။
- (၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီ မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။
- (၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ် ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့် ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။
- (၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံ ထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။
- (၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင် သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။
- (၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။
- (၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ၊ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်။
- (၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း၊ ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။
- (၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မဟုတ် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန် အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည် ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကို သို့သော် ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

- (၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်း ကိစ္စများ။
- (၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။
- (၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

- ၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခံ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

- ၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာ များကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

- ၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင် တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

- ၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာ တွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။



အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ကိုယ်စီကိုယ်တိုင်သည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြီလက်မှတ်
၁။	<p>Sun-Flower Lace (H.K) Co., Ltd</p> <p>Unit 1111, 11/F., Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong.</p> <p><u>Represented by:</u></p> <p>Mrs. Hsu, Shu-Chen</p> <p>3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan, Republic of China.</p> <p>(Businesswoman)</p>	<p>Incorporated in Hong Kong</p> <p>I.C.No. 751063</p> <p>Republic of China</p> <p>P.P No. 303558761</p>	11,070 Shares	
၂။	<p>Mr. Wang Genquan</p> <p>No. 478, Yao Chang Zhuang, Xu Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China.</p> <p>(Businessman)</p>	<p>Republic of China</p> <p>P.P No. G 36402417</p>	1,230 Shares	

ရန်ကုန်။

နေ့စွဲ။

၂၀၁၂ ခုနှစ်၊ စက်တင်ဘာ လ၊

ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association
OF

LINDA FASHION (MYANMAR) **COMPANY LIMITED**



- I. The name of the Company is LINDA FASHION (MYANMAR) COMPANY LIMITED.
- II. The registered office of the Company will be situated in the Union of Myanmar.
- III. The objects for which the Company is established are as on the next page.
- IV. The liability of the members is limited.
- V. The authorised capital of the Company is Ks. 4,100,000,000 /- (Kyats Four Thousand and One Hundred Million Only) divided into (410,000) shares of Ks. 10,000 /- (Kyats Ten Thousand Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Objectives of Industry and Manufacturing

- (1) To carry on the business of manufacturing, growing, milling and preserving etc; of the following commodities permitted by the Government, either solely on its own or in Joint-venture any local or foreign partners under CMP basis.
 - (a) Manufacturing and marketing of garments, garment's accessories, lace and fabric.
 - (b) Growing, producing, harvesting, packing, milling and manufacturing of agricultural and farm products.
 - (c) Felling, extracting (with permission from the authorities concerned) milling, manufacturing, preserving and seasoning of timber (excluding teak) and forest products.
 - (d) Livestock breeding, processing and canning of livestock products.
 - (e) Fishing, preserving, milling, canning and processing of marine products.
 - (f) Producing fertilizers, insecticides and animal feeds.
 - (g) Manufacturing of personal goods.
 - (h) Manufacturing of household goods.
 - (i) Manufacturing of vehicles, machineries and spares.
 - (j) Manufacturing of arts and crafts, lacquerwares and furniture.
 - (k) Manufacturing of construction materials and paints.
 - (l) Manufacturing of factory utensils.
 - (m) Manufacturing of electrical and electronic goods.
 - (n) Manufacturing of textile, garments and clothings.
 - (o) To carry on the business of exploration, exploitation, production, processing of minerals and marketing of its products with the permission of the Government.
- (2) To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.
- (3) To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO:- *Provide that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so far as it may be entitled, so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Republic of the Union of Myanmar for the time being in force.*

(3)

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. No.	Number of shares taken	Signatures
1.	<p>Sun-Flower Lace (H.K) Co., Ltd Unit 1111, 11/F., Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong.</p> <p><u>Represented by:</u> Mrs. Hsu, Shu-Chen 3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan , Republic of China. (Businesswoman)</p>	<p>Incorporated in Hong Kong I.C.No. 751063</p> <p>Republic of China P.P No. 303558761</p>	11,070 Shares	
2.	<p>Mr. Wang Genquan No. 478, Yao Chang Zhuang, Xu Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China. (Businessman)</p>	<p>Republic of China P.P No. G 36402417</p>	1,230 Shares	

Yangon. Dated the day of September , 2012.

It is hereby certified that the persons mentioned above
put their signatures in my presence

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

LINDA FASHION (MYANMAR)

COMPANY LIMITED



1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -
 - (a) *The number of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.*
 - (b) *Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.*

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. 4,100,000,000 /- (Kyats Four Thousand and One Hundred Million Only) divided into (410,000) shares of Ks. 10,000 /- (Kyats Ten Thousand Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.
4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.
6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be: -

- (1) Mrs. Hsu, Shu-Chen
- (2) Mr. Wang Gen, Quan
- (3)
- (4)
- (5)

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.
9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.
10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.
12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-
- (1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.
 - (2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
 - (3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
 - (4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.
 - (5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.
 - (6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.
 - (7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(7)

- (8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (9) To institute, conduct, defend or abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.
- (10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.
- (11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.
- (12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.
- (13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.
- (14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.
- (15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.
- (16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.
- (17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.
- (18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.
- (19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided. Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-
(1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;*
(2) *all sales and purchases of goods by the Company;*
(3) *all assets and liabilities of the Company.*
19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

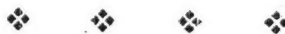
22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.



We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. No.	Number of shares taken	Signatures
1.	<p>Sun-Flower Lace (H.K) Co., Ltd Unit 1111, 11/F., Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong.</p> <p><u>Represented by:</u></p> <p>Mrs. Hsu, Shu-Chen 3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan, Republic of China. (Businesswoman)</p>	<p>Incorporated in Hong Kong I.C.No. 751063</p> <p>Republic of China P.P No. 303558761</p>	11,070 Shares	
2.	<p>Mr. Wang Genquan No. 478, Yao Chang Zhuang, Xu Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China. (Businessman)</p>	<p>Republic of China P.P No. G 36402417</p>	1,230 Shares	

Yangon. Dated the day of September, 2012.

It is hereby certified that the persons mentioned above
put their signatures in my presence.

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN
(Myanmar Companies Act, See Section 87)

Name of Company : LINDA FASHION (MYANMAR) CO., LTD.

Presented by : Director
 Mr. Wang Genquan

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. Mrs. Hsu, Shu-Chen	Chinese P.P No. 303558761	3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan, Republic of China.	Businesswoman	Director
2. Mr. Wang Gen Quan	Chinese P.P No. G 36402417	No. 478, Yao Chang Zhuang, Xi Qiao Cun, Yanshan Township, Bengbu, Bengshan, Anhui, Republic of China.	Businessman	Director

NOTE :

- (1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
 (2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of" and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry

Dated this

Signature
 Mr. Wang Gen Quan
 Designation Director